

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
DISTRICT 6, 2309 BARRETT STATION RD,
BALLWIN,MO 63021

REQUEST NO.	D611-064-RW
DATE	November 5, 2010
PAGE NO.	1 NO. OF PAGES 29

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 a.m., Local Time, December 1, 2010

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: _Teresa(Terri) Mount
BUYER EMAIL:
Teresa.Mount@modot.mo.gov

BUYER TELEPHONE: 314-301-1431
BUYER FAX:
573-526-0016

SUPPLIES OR SERVICES

Reinforce Pre-Stressed Concrete Girders Bridge A8027, St. Louis City, MO.

COMPLETION DATE: APRIL 15, 2011 OR BEFORE

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No
Form E-103 (Rev. 11-04)

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This Request For Bid seeks bids from qualified organizations to prepare, furnish, and install approved high-strength unidirectional carbon fabric to wrap Pre-stressed Concrete Girders and provide a Ultraviolet (UV) protective coating over the carbon fabric at the location indicated below:

- Bridge A8027 on Tamm Ave, in St. Louis City over I-64.

Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms.Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time, December 1, 2010.**

RFB Coordinator:

**MsTeresa (Terri) Mount (Title) Sr. General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Teresa.Mount@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services to prepare, furnish, and install approved high strength unidirectional carbon fabric to wrap Pre-stressed concrete Girders and provide a UV protective coating over the carbon fabric.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit(s)
- (6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

2. SCOPE OF WORK

Contents

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2.1 General Requirements:

- 2.1.1 The contractor shall reinforce pre-stressed concrete girders for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 Tamm Ave., St. Louis City
Reinforce Pre-stressed Concrete Girders (Bridge A8027) on Tamm Ave. in St. Louis City over I-64
- 2.1.3 Background Information:
The Tamm Ave. overpass was constructed in 2007-2008 during The New I-64 construction project. In September 2010 two of the bridge girders were struck. In preparation for this Work MoDOT forces performed epoxy injection and concrete patching of the impacted girders in October 2010. The scope of this project will complete the bridge repair work.
- 2.1.4 The scope of this project includes four distinct operations in order to rehabilitate and reinforce the bridge girders at the designated locations:
- A. Provide Traffic Control for the Work
 - B. Clean & Prepare Concrete Girder Surfaces
 - C. Supply and install an acceptable high-strength unidirectional carbon fabric to wrap Pre-stressed Concrete Girders
 - D. Provide a Ultraviolet (UV) protective coating over the carbon fabric

2.2 Traffic Control:

- A. All traffic control is the responsibility of the contractor. Prior to beginning work the contractor shall develop detailed Traffic Control Plans (TCP). The TCP must be signed and sealed by a Professional Engineer registered in the State of Missouri and must comply with the latest edition of the *Manual of Uniform Traffic Control Devices (MUTCD)* or MoDOT's Engineering Policy Guide (EPG), whichever is more conservative. Five (5) copies of the TCP shall be submitted two (2) weeks prior to start of work to allow the Commission ample time to review and approve.
- B. The project location for this quotation is within the city limits of St. Louis. The bridge structure number is A8027, on Tamm Ave. over Interstate 64 just south of Forest Park and the St. Louis Zoo.

2.3 Work Hour Restrictions:

- A. The Contractor shall maintain at least 2 lanes of West Bound I-64 traffic at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.
- B. The Work shall be done during non-event night time or weekend hours in order to minimize impacts to the traveling public. Night time hours shall be considered 8 P.M. to 5 A.M. and Weekend hours shall be considered 8 P.M. Friday to 5 A.M. Monday. The Contractor shall coordinate and cooperate with other regional construction projects. The Contractor shall not perform any construction on the roadbed during restricted periods, holiday periods, or other special events as directed by the engineer. There are six major holidays per year: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day. All lanes shall be scheduled to be open to traffic during these holiday periods, starting 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday. There may be other events of regional significance, such as specific sporting events (i.e. St. Louis Cardinal home games, St. Louis Blues, St. Louis Rams, Gateway International Raceway, and other St. Louis events), that may impact traffic through the project limits. The engineer will advise the contractor of such events and how they are to be handled.

2.4 Maintenance of Traffic:

A. The Contractor shall develop and submit Traffic Control Plans for each stage of construction that shows the Contractor's proposed construction staging and proposed traffic control devices. The TCP shall be submitted to MoDOT prior to construction of the Work shown in the TCP. Major revisions to a TCP shall also be submitted to MoDOT. The Contractor will comply with all applicable portions of Missouri Standard Specifications Sections 104.7 and 616.

B. The contractor should note that on a weekly basis, MoDOT's Maintenance of Traffic (MOT) reviews work zones scheduled for the following week and month for the entire St. Louis district. If two or more work zones negatively impact each other's flow of traffic and traffic mitigation is not feasible or practical, MoDOT's MOT reserves the right to reject or alter those work zones.

2.5 Mobilization:

A. There is a lump sum pay item for mobilization

2.6 Surface Preparation:

A. All concrete stain within the limits of the work shown in the provided drawings labeled "Tamm-BR27" shall be removed prior to application of the fiber reinforcement. The contractor shall prepare the surfaces of the pre-stressed concrete girders in accordance with the manufacturer's recommendations including rounding corners to the appropriate radii and providing a uniform and intimate contact between the substrate and fabric and follow any other requirements listed in the contract. The contractor is responsible for all equipment, parts and labor to perform the necessary surface preparation at the site. In addition, the contractor shall be responsible for removing and reinstalling the attached Informational signing as necessary for the work, 2 as built drawings sheet titled "Sign Details" are attached for information. Removal of the information sign must be coordinated with MoDOT at minimum 1 week prior to its removal so MoDOT can furnish and install a message board for the traveling public. The amount of time the information sign is removed shall be limited to the minimum amount of time reasonably necessary to complete the work, but the sign may be left off for a period of days during the work. The Contractor shall also be responsible for handling and disposal of any waste created by the surface preparation process and perform any sweeping and general cleanup that may be required upon opening traffic lanes and completion of work.

B. Payment for surface preparation will be included in the square foot price of the Carbon Fiber Wrap pay item. The limits of the surface preparation shall extend at least 3 inches beyond the limits of the fiber wrap application.

2.7 Carbon Fiber Wrap:

A. The contractor shall submit for approval a high-strength unidirectional carbon fiber reinforced polymer fabric product suitable for structural strengthening of pre-stressed concrete beams in accordance with the following specifications

2.8 FIBER REINFORCED POLYMER (FRP) COMPOSITE:

PART 1 - GENERAL

1. SECTION INCLUDES

- A. FRP Performance Requirements
- B. Applicator Requirements
- C. Procedures for Application
- D. Field Quality Control
- E. Repairs
- F. Remedial Measures

2. MEASUREMENT AND PAYMENT

- A. Fiber Reinforced Polymer (FRP) will be Bid, in the Bid Schedule, as a Square Foot (SF) price, to include all costs associated with the work specified in Contract Specifications. These costs shall include, but not be limited to: furnishing all submittals, materials, tools, equipment, surface preparation, transportation, necessary storage, labor, and supervision required for the application of the Fiber Reinforced Polymer

(FRP) as indicated in the Contract Drawings. Final measurement will not be made unless there are appreciable errors or there are changes approved by the engineer.

3. REFERENCES

A. General

- i. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of bid shall be used.

B. American Concrete Institute (ACI)

- i. ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures.
- ii. ACI 440.3R-04, Guide Test Methods for Fiber-Reinforced Polymers (FRPs) for Reinforcing or Strengthening Concrete Structures.

C. International Code Council (ICC)

- i. ICC AC 85, Acceptance Criteria for Test Reports.
- ii. ICC AC 125, Acceptance Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber-Reinforced Polymer (FRP) Composite Systems.

D. American Society for Testing and Materials (ASTM)

- i. ASTM D2344/D2344M-00 (2006), Standard Test Method for Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates
- ii. ASTM D3039/D3039M-07, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials.
- iii. ASTM D3165-07, Standard Test Method for Strength Properties of Adhesives in Shear by Tension Loading of Single-Lap-Joint Laminated Assemblies
- iv. ASTM D3528-96 (2008), Standard Test Method for Strength Properties of Double Lap Shear Adhesive Joints by Tension Loading
- v. ASTM D4541-02, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers

E. International Concrete Repair Institute (ICRI)

- i. ICRI Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.

4. SUBMITTALS

A. Product Data: Submit manufacturers' product data for specified equipment and materials.

B. The following items must be submitted by the Contractor for the proposed composite system:

- i. An approved current Evaluation Service Report in accordance with ICC AC 125, or equivalent Qualification Tests conforming to the following:
 - a. Tests of tensile strength, elongation, and tensile modulus conforming to Table 1 of ICC AC125, in accordance with ASTM D3039 and the recommendations of ACI440.3R-04.
 - b. ASTM D2344 tests of composite interlaminar shear strength conforming to Table 1 of ICC AC 125. Alternatively, lap splice strength tests in accordance with ASTM D3165 and D3528 and the recommendations of ACI 440.3R-04.
 - c. Exterior Exposure tests conforming to ICC AC 125 Section 5.9, "Exterior Exposure."
 - d. Aging tests conforming to ICC AC 125 Section 5.11, "Aging."
 - e. Alkali Soil Resistance tests conforming to ICC AC 125 Section 5.12, "Alkali Soil Resistance." Alternatively, the Contractor shall provide a protective coating between the FRP and soil, and shall submit test results demonstrating that the coating will protect the FRP from alkali soil exposure.
 - f. Laboratories and Qualification Test reports shall conform to ICC AC 125 Section 4.0, "Testing Laboratories and Reports of Tests."
- ii. The Evaluation Report or equivalent Qualification Test reports shall document the type of strengthening proposed on the Contract, including properties of carbon fibers, details for fabrics, characteristics and properties of neat resins, and nominal properties for impregnated and cured system.

- iii. A material list of items proposed to be provided under this Contract Specifications Section, including Material Safety Data Sheets (MSDS) for each material component.
- iv. Manufacturer's product data for the proposed fiber and epoxy to be supplied, specifications, and recommended application procedures showing compliance with the specified requirements. Manufacturer's specifications shall include procedures to properly mix the individual components of the proposed product as well as the proper mix ratios of each material component.
- v. Certification from the manufacturer of the system's material properties, including ASTM D3039 and ASTM E84 test results of the proposed system.
- vi. Complete shop drawings containing details for the number and thickness of layers, joint and end details and locations, details of primary fiber orientation, and details for protective coatings or thickened resin layers to guard against damage.
- vii. Design calculations for the composite system submitted for approval by the Engineer shall be stamped and signed by a Registered Civil Engineer in the State of Missouri.
- viii. Work Plan for FRP Installation complying with ACI 440.2R-08 Guidelines, and shall include but not be limited to the following:
 - a. Temperature restrictions for installation.
 - b. Method for measuring moisture content in concrete.
 - c. Details for testing FRP bond adhesion and substrate concrete integrity following ACI 440.3R-04 Guidelines.
 - d. Methods for surface preparation.
 - e. Fabric orientation requirements.
 - f. Curing requirements.
 - g. Requirements for protection of installed composite system from damage until cured and application of protective coatings, if required.
- ix. Quality Control Plan complying with requirements of ACI 440.2R-08 and including Field Testing Procedures.
- x. Daily Inspection Reports. Complete reports shall be submitted to the Engineer daily.
- xi. A list of the personnel who will be installing the FRP, showing their previous FRP installation experience, including FRP installation projects, dates and references. All the FRP installation personnel shall be trained by the FRP manufacturer prior to the production installation of the FRP and be residents of the State of Missouri, with the exception of lead technical advisor(s), who may come from out of state. The , technical advisor(s) shall have previously participated in the application of the same type of FRP system in at least twenty five projects in the last three years, verifiable by project references. Submit proposed training program for approval prior to training.
- xii. Written certification from the composite system manufacturer showing the names of the two trained designated lead installers who will be conducting and inspecting the installation for conformance with the manufacturer's requirements during all phases of the construction, and that the manufacturer considers adequately qualified and trained to perform this role. The designated lead installers shall be present with each FRP installation crew during FRP installation, and shall verify that the approved Quality Control Plan and manufacturer's installation requirements are followed during installation.
- xiii. A list of at least two different qualified testing laboratories that can perform the required qualification and production tests.
- xiv. Certification by the manufacturer that all the components of the proposed composite system, including the cured FRP laminate and the final finish paint, are each individually suitable for exterior exposure

5. PERFORMANCE

- A. Design of the composite system shall conform to provisions ACI 440.2R-08 to achieve the structural performance requirements as shown on the Contract Drawings. Design calculations shall also be supplemented by relevant test data as specified.
- B. All composite systems shall be bonded to the concrete substrate. The bond adhesion strength shall conform to the provisions in ACI 440.2R-08, Section 7.2.5.

6. PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver epoxy materials in factory-sealed containers with the manufacturer's labels intact and legible with verification of date of manufacture and shelf life.
- B. Products shall be stored in accordance with the manufacturer's requirements and shall avoid contact with moisture.
- C. MSDS for all FRP constituent materials and components shall be accessible at the jobsite at all times.

PART 2 - PRODUCTS

1. COMPOSITE STRENGTHENING SYSTEM

- A. Composite Fabric: Primary carbon fiber only. Primary glass fiber will not be allowed.
- B. Epoxy Saturant: System compatible epoxy matrix. No polyester or vinyl ester substitutes.
- C. Composite System: The composite system shall meet the minimum design tensile properties listed in the table below. All design values must be consistent with long term durability testing of the composite system. Dry fiber properties will not be accepted. Examples of such products are SikaWrap, QuakeWrap and Tyfo Fibrwrap Systems

CFRP Composite System Design Properties	CFRP Minimum Requirement	ASTM Test Method
Ultimate Tensile Strength in Primary Fiber Direction	1.02 x 10 ⁵ psi	D 3039
Ultimate Breaking Load in Primary Fiber Direction	4,800 lb/in width	D 3039
Elongation (%):		D 3039
Minimum	0.85	
Maximum	1.70	
Tensile Modulus	8.4 x 10 ⁶ psi	D 3039
Stiffness, ExA, Calculated Based on One Layer, One Inch Wide	480 kips/inch	D 3039
Corresponding Thickness per Layer	0.04 inches	N/A

- D. Primer/Filler: Thickened epoxy for protective seal coat and filling voids.
- E. Protective Coatings: The protective coating shall be applied to the full limits of the Work performed on the pre-stressed concrete girders. The coating shall be opaque and match the surrounding concrete stain color. The existing color product on all surrounding vertical concrete surfaces is Sherwin-Williams "Gray Matters." The protective coating system shall meet all requirements of Missouri Standard Specifications Sections 711.3.2 and 1059.20. The contractor is responsible for all equipment, parts and labor to perform the necessary product application.

PART 3 - EXECUTION OF WORK

1. SURFACE PREPARATION

- A. Surface preparation shall comply with the requirements of ACI 440.2R-08.
- B. Perform direct tension pull-off tests in accordance with ASTM D4541 and the recommendations of ACI 440.3R-04. Perform one pull-off test per 1,000 square feet of concrete surface area prepared for FRP application, with a minimum two tests. Perform tests at representative locations approved by the Engineer. The bond adhesion strength shall exceed 200 psi. Fill and refinish pull-off locations after testing.
- C. Round off sharp and chamfered corners to a radius per the ICC AC 125 Evaluation Service Report or equivalent Qualification Test reports, but not less than 0.75 in., by means of grinding or forming with the

system's thickened epoxy. Variations in the radius along the vertical edge shall not exceed 0.5 in. for each 12 in. length.

2. PROCEDURES FOR APPLICATION

- A. Application procedures shall comply with the requirements of ACI 440.2R-08.
- B. Installation procedures may be modified to achieve maximum results, subject to approval by the Engineer. Procedure modifications shall be discussed with the Engineer prior to implementing the modifications.
- C. Lap splices shall not be allowed, unless otherwise justified by submitted lap splice strength tests and approved by the engineer.
- D. The contractor is responsible for all equipment, parts and labor to perform the necessary product application. The Work is to be performed in Span 1 of Girders 1 and 2. The carbon fiber strands when applied in their final location shall run perpendicular to the centerline of the girders.
 - i. The entire surface area of Girder 1 shall have wrap applied to it within Span 1. The first section of wrap on Girder 1 shall be centered over the patch repair performed prior to this contract. Once the repair area is encased, the contractor shall continue extending the wrap to Bents 1 and 2 in widths no larger than the roll width and shall have a 1 inch gap between each segment of wrap to prevent water entrapment.
 - ii. Girder 2 shall be wrapped along its entire surface area within the area that has been previously patched in order to provide additional protection to the repair area.
 - iii. The contractor shall also ensure the wrap product does not obstruct any bolting assembly holes in the girders. The general locations of the fiber wrap application are shown on the attached drawings.

3. QUALITY CONTROL

- A. A Quality Control Plan shall be submitted to the Engineer for approval. The Quality Control Plan shall conform to ACI 440.2R-08 and the following requirements:
 - i. Daily Inspection Reports: The Contractor's Quality Control Representative shall observe and record all aspects of preparation, mixing, and application of materials, in conformance with Section 7.1 of ACI 440.2R-08.
 - B. Testing of the FRP Composite Material: Composite samples for Quality Control tests shall be taken and may be used to verify compliance with material requirements. A minimum of two composite samples shall be made daily. Each composite sample shall consist of two 12 in. x 12 in. panels. The two composite samples shall be taken at different times during the day to ensure the maximum material deviance in the components of the composite. One composite sample of each day's production. All samples shall be provided to the Engineer.
 - i. Each 12 in. x 12 in. panel shall be made of one composite layer. Each sample of two panels shall be coded and dated and shall be accompanied with the site environmental information such as ambient temperature and relative humidity. These samples shall be cured at the site under the same environmental conditions as the production work they represent.
 - ii. The Commission may have samples tested, if such testing is performed it shall be in accordance with ASTM D3039 and the recommendations of ACI 440.3R-04. The 12 in. x 12 in. panels shall have five coupons, 0.75 in. x 9 in., removed and tested for their material properties in the primary fiber direction.
 - C. The testing will be to provide average values from the five coupons for the following:
 - i. Ultimate tensile strength
 - ii. Tensile modulus
 - iii. Percent elongation
 - D. If the first five specimens fail (on average), a second set of five specimens from the same 12 in. x 12 in. panel will be tested. If these specimens also fail (on average), five specimens from the other 12 in. x 12 in. panel of the same sample shall be tested. If the specimens from the second panel also fail to comply, all composite material represented by these samples will be rejected. All remaining samples for that day shall be tested and appropriate remedial measures as approved by the Engineer shall be taken to ensure integrity of the system.
4. Defects: All composite installations shall be visually inspected for defects and evaluated for acceptance in accordance with ACI 440.2R-08, Section 7.2.3.

5. Remedial Measures: In the event that material testing determines that a composite sample has material properties determined to be below the minimum specified values, additional layers shall be installed as approved by the Engineer until the final composite thickness is increased by the same percentage as the largest deficiency identified in the material. Any required additional material and labor for remedial repairs will not be paid for.

2.9 Pay Items:

Item	Quantity	Units
Mobilization	1	Lump Sum
Traffic Control	1	Lump Sum
FRP Composite	1020	Square Foot
Protective Coating (Epoxy)	1020	Square Foot

2.10 Liquidated Damage Requirements:

2.10.1 The contractor shall agree and understand that providing the reinforcement of pre-stressed girders in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide the reinforcement of the pre-stressed girders in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$2000.00 per day for each calendar day the contractor is delinquent in completing the work beyond the designated completion date.

- 1. The intent of this job is to as quickly as possible complete the work. Once the contractor mobilizes they must diligently work to complete the work in the fewest days possible to minimize traffic disruptions. A completion date of April 15, 2011, has been established for the work on this bridge.

- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.

- c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.

- 1. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

2.11 Invoicing and Payment Requirements:

2.11.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
 Business & Benefits
 1590 Woodlake
 Chesterfield, MO. 63017-5712

- 2.11.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.11.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.11.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.11.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.11.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.11.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.11.8 Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.
- 2.11.9 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

2.12 Other Contractual Requirements:

- 2.12.1 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

2.12.2 Prevailing Wage:

- a. **General Wage Order # 54 to apply.**
"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. ([See Sections 290.550 through 290.580 RSMo](#)).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

2.12.3 Construction Safety Program:

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “**D611-064-RW Reinforcement Pre-stressed Girders**”.

3.1.2 All bids must be received at the following address no later than **December 1, 2010 at 10:00 a.m., Local Time.**

The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,

- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.6 *Proposal/Bid Guaranty/Contract Bond:*

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the MoDOT as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.7 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.8 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.1.9 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

3.1.10 ***NOTE:*** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

4. PRICING PAGE D611-064-RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum price for each potential renewal period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Bridge A8027, Tamm Ave., in St. Louis City over I-64					
Item #	Description	U/M	QTY	COST U/M	EXTENDED COST
001	FRP Composite	SQFT	1020		
002	Protective Coating (Epoxy)	SQFT	1020		
003	Traffic Control	Lump Sum	1.00		
004	Mobilization	Lump Sum	1.00		
005	TOTAL EXTENDED COST				

Company: _____

Date: _____

Signature

Exhibit D

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit E

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am classified by the United States of America as: (check the applicable box) a United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

Exhibit H D611-064-RW
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ ,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the
penal sum of:

Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for _____ as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

Exhibit I

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **St. Louis City** The Annual Wage Order # **54** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- b. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or

commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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