

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

REQUEST NO.	SL13-032-RW
DATE	August 21, 2012
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SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

10:00 a.m., Local Time, September 10, 2012

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

Prepare, Amend, and Stabilize Soil Bed and Seed Indicated Sites per Scope of Work (A)

COMPLETION DATES:

Soil Amendment, Stabilization, Seeding on or before **October 19, 2012**

Tree Planting on or before **January 1, 2013**

Gravel and Rock Lining on or before **February 1, 2013**

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

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, amend and stabilize the soil bed and seed each site as shown in Exhibit B in accordance with the specifications, along I-64 from Clayton and Warson Roads to west of McCausland at the intersection s of I-64 / McKnight Road in St. Louis County, and I-64 /McCausland in St. Louis City.
- 1.1.2 **Contract Period:** The original contract period is from the date of the fully executed agreement through completion.
- 1.1.3 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, September 10, 2012.**

RFB Coordinator:

**MsTeresa (Terri) Mount (Title) Sr. Procurement Agent
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 amend and stabilize the soil bed and seed as described in Exhibit A, Scope of Work.

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) Attachment(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

2.0 (A) SCOPE OF WORK

SL13-032-RW

2.1 General Requirements:

- 2.1.1 The contractor shall amend and stabilize the soil bed and seed the areas as indicated per this Scope of Work 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 The contractor(s) shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

A. Purpose and Work Location

The limits of this Project are along I-64 from Clayton & Warson Roads to west of McCausland. at the intersections of I-64 / McKnight Road in St. Louis County, and I-64 / McCausland in St. Louis City.

The purpose of this project is to prepare, amend, and stabilize the soil bed, and seed each site. Rock lining will also be furnished and placed in ditches at in the vicinity of Warson Road and Clayton Road; the adjacent areas under and near the overpasses are to be covered with A 2 inch layer of 1-1/2 inch diameter clean rock as shown in the plan. Additionally, trees shall be planted and mulched in designated groupings within the seeded areas as directed by the Maintenance Supervisor.

B. Soil Amendment, Stabilization and Seeding

1.0 Description. Prepare, amend, and stabilize the soil bed, and seed each site as shown in Exhibit B in accordance with the specifications of this section.

1.1 All Brand names specified in this provision can be subject to change if the contractor can find an equal product. The contractor shall assume full responsibility for the compatibility of the supplied products with the application.

2.0 Materials and Application Rates. All material shall be in accordance with the following specifications.

2.1 Acceptable Manufacturer. PENNINGTON SEED INC. SEED PRODUCTION – 1280 Atlanta Hwy – Madison, GA 30650, 800-286-6100 (Fax: 706-342-8071)

2.2 Seed mix specifications applied to an area requiring sustained vegetation.

2.2.1 Mixed sustainable slope seed mixture: Slopemaster by Pennington Seed, Inc applied at a minimum rate of 50lbs (1.15lbs/1000 square feet) of the warm season mixture and 100lbs (2.25lbs/1000 square feet) of the cool season mixture with the following characteristics.

- Material: Permanent and temporary seed varieties.
- Minimum: 5% Durana White Clover.
- Inert Material: Less than 1%.
- Other Crop Seed: Less than .5%.
- Weed Seed: Less than 1%.
- Coating: Inoculated with Germax Seed Treatment (Rhizokote XL and Apron XL) and MYCO Advantage coated.
- Packaging: 25lb Seatac bags.

2.3 Flexterra HP-FGM (Flexible Growth Medium) Fiber Mulch: Apply according to manufacturer recommendations. This product should be applied at a minimum rate of 3000 lbs per acre (70 lbs/1000 square feet).

2.4 Soil Sampling. A soil sample should be obtained at a time as close to final grade as possible but at least a week prior to permanent seeding. The soil sample should be obtained and submitted to a representative of Pennington Seed, Inc. Contact Lacy Graham at 417-268-7679, lswiney@penningtonseed.com or the contractor's manufacturer representative. The contractor shall coordinate with the manufacturer to determine the soil amendment rates. The target pH level for the final amended soil is between 6.5 and 7.0. All test sample results shall be provided to the engineer.

2.5 Fertilizer. A balanced professional grade fertilizer containing UMAXX, UFLEXX, or Nitroform source of Nitrogen should be applied at a rate of 350 lbs per acre (8.0 lbs/1000 square feet) or according to soil sample results.

2.6 Lime. The soil amendment NeutraLime Dry should be applied hydraulically at a rate of 40 lbs per acre (0.92 lbs/1000 square feet) or according to soil sample results. Additionally, pelletized lime should be applied and incorporated into the soil at a rate of 2000 lbs per acre (46 lbs/100 square feet) during final grade or according to soil sample results.

2.7 Soil Amendments.

- The soil amendment JumpStart should be applied hydraulically at a rate of 40 lbs per acre (0.92 lbs/1000 square feet) or according to soil sample results.
- The soil amendment BioPrime should be applied hydraulically at a rate of 80 pounds per acre (1.85 lbs/1000 square feet) or according to soil sample results.

2.8 Equipment. Equipment shall be a hydroseeding machine and shall have a built in mechanical agitation system and operating capacity sufficient to agitate, suspend, and homogeneously mix a hydraulic slurry containing not less than 44lbs or organic mulching amendment plus fertilizer, additives, and solids for each 150 gallons of water.

3.0 Construction Requirements

3.1 The seedbed shall be prepared in accordance with the specifications of Section B. Seeding shall be done before the seedbed becomes eroded. Seed shall be uniformly applied at no less than the rates specified. Disturbed areas outside of authorized construction limits shall be seeded at the contractor's expense.

3.2 Substrate Preparation.

3.2.1 Examine substrates and conditions where material will be applied. Ensure that an adequate seedbed has been prepared. If no seedbed has been prepared notify project manager and a representative from Pennington Seed, Inc. immediately and begin seedbed preparation by weed eating the surface, disking, tilling, dozer tracking, or aerating the seedbed to produce optimal seed to soil contact. Remove rocks, sticks, straw, dead grass, etc. to ensure seedbed is free of debris and will provide an ideal seedbed. Do not proceed with installation until unsatisfactory conditions are corrected. Only apply product to geotechnically stable slopes that have been designed and built to divert the water shed away from the face of the slope, therefore eliminating surface flow energy from above from damaging the face slope.

3.2.2 All slope gradients should be prepared to agricultural standard recommended by the Department of Agricultural within the state where the work is being performed. Agricultural Lime or pelletized lime should be added during the slope preparation stage and tracked in at the rate recommended according to soil analysis. Apply agricultural lime or pellet lime at a rate of 2000lbs per acre or according to soil test results.

3.3 Examine related work including irrigation and grading of surface before proceeding with any work and notify the Engineer in writing on conditions which may prevent the proper execution of this work. All grading or tracking on slopes should be performed so that all cleats are running perpendicular to the flow of water down the hill.

4.0 Installation.

4.1 Strictly comply with manufacturer's installation instructions and recommendations.

4.2 Mix the seed, soil amendments, and professional fertilizer with a full tank rate of the Flexible Growth Medium and apply along the areas to be vegetated being sure to apply seed and amendments at the specified rates. Slopemaster Warm/Cool season seed mixture should be applied during the late spring and summer months at a minimum of 75lbs per acre (1.70lbs/1000 square feet). If assistance is needed with mixing, applying, or distribution of hydraulic slurry please contact Project Manager and a representative from Pennington Seed, Inc. for additional information.

4.3 Mix and apply the Flexible Growth Medium at a rate of 50lbs per 150 gallons of water over freshly seeded areas. Hydromulch should be applied in multiple directions so that shadowing does not occur and to insure uniformity of the application. Confirm the loading rates with equipment manufacturers. Do not leave seeded surfaces unprotected, especially if precipitation is imminent.

4.4 Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces immediately.

5.0 Maintenance.

5.1 Frequent light irrigation will need to be applied to seeded areas if no natural rain events have occurred within one week of hydroseeding. Water should be applied long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to super saturate or wash away the slurry and seed.

5.2 After seed germination has occurred and plants are visible the frequency of irrigation should be cut back with heavier application rates still making sure not to super saturate or wash away the slurry and seed.

5.3 Repair all seed washings and erosion.

5.4 Future fertilization should occur whenever applicable at the recommended rate based on soil analysis with a low Nitrogen fertilizer.

6.0 Acceptance. The performance standard shall be met before acceptance of the work. At least two random counts per acre in representative areas of the project will be conducted. All erodible seeded areas shall provide a minimum of 20 living plants, uniformly spaced, of the specified type per square foot. For areas with a large percentage of rock, the number of living plants shall be proportional to the percentage of erodible surface, as determined by the engineer. Inspection for acceptance will be made within 60 days after seeding, excluding seeding dates that fall between September 30 and March 1. Seeding dates that fall between September 30 and March 1 will be counted no earlier than May 1.

7.0 Corrective Action. Inadequate stands shall be reworked and reseeded within the time period agreed upon at the contractor's expense. On previously accepted seeded areas, the engineer may authorize eroded areas to be repaired to an acceptable condition as determined by the engineer.

8.0 Method of Measurement. Measurement of seeding will be made of the area seeded to the nearest 1/10 acre.

9.0 Basis of Payment. The accepted quantity of Soil Amendment, Stabilization and Seeding will be paid for at the contract unit price per Acre. Payment will be considered full compensation for all other incidental items and equipment necessary to complete the described work. No direct payment will be made for incidental items including, but not limited to weed eating the surface, disking, tilling, dozer tracking, and aerating.

C. Furnish and Plant Trees and Place 4 Inch Layer of Shredded Wood Mulch

1.0 Description. This work shall consist of furnishing and planting trees within planting beds and covering with a 4" layer of Shredded Wood Mulch for each bedded tree group within the project limits. Locations of trees will be made at the direction of the engineer. Section 808 of the Missouri Standard Specifications shall apply except as altered by this provision.

1.1 A material storage site will be made available for use to stockpile Trees and mulch or any other jobsite related material if desired. The location of the storage site is under the I-64 / Clayton Rd. Bridge, east of Sarah Street.

1.2 Stock size. All deciduous trees shall have a minimum one inch caliper diameter. Evergreen varieties shall have a height between four to five feet above ground level.

2.0 Acceptance. The performance standard shall be met before acceptance of the work. Inspection for acceptance will be made in October 2013. Acceptance of trees will be made on November 1, 2013.

3.0 Corrective Action. Trees that did not survive the summer shall be replaced within the time period agreed upon at the contractor's expense.

4.0 Basis of Payment. The accepted quantity of Trees and mulch beds will be paid for at the contract unit price for each species and variety of Tree per Each. Payment will be considered full

compensation for all other incidental items and equipment necessary to complete the described work. No direct payment will be made for incidental items including, but not limited to supporting posts, mulch, peat moss, edging, water and labor necessary for this work.

D. Removal of Dead Tree Stock

1.0 Description. This work shall consist of removing the existing dead tree stock within the areas shown in Exhibit B. Acceptable manner of removal includes removing the trunk to the ground surface. Any exposed root balls shall also be removed. Mulch rings shall be broadcast over the finished ground surface or worked into the soil prior to seeding.

2.0 Basis of Payment. The accepted quantity of tree removal will be paid for at the contract unit price for Removal of Dead Tree Stock per Each. Payment will be considered full compensation for all other incidental items and equipment necessary to complete the described work. No direct payment will be made for incidental items including, but not limited to cutting and digging tools, removal of debris, or labor necessary for this work.

E. Limited Access

1.0 Description. Areas to be seeded within the project limits each have their own unique access points. Obstacles such as Guardrail, Signs etc... may be temporarily modified, at the engineer's discretion, to gain access into the area at the contractor's expense. Such items must be installed back in place at the end of each working day. Any such modifications must continue to provide safety for the traveling public.

F. Work Zone Traffic Management Plan

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules and any revisions shall be submitted to the engineer for review and approval prior to the start of work affected. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer a minimum of two (2) weeks prior to lane closures.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 To ensure minimal traffic disruption, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 10 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions. The contractor shall not perform any construction operation on the roadway during restricted periods, holiday periods, or other special events. These special events include St. Louis Cardinals home games, St. Louis Rams home games, St. Louis Blues home games, and other events of regional significance as determined by the engineer.

3.1 Major Holidays. There are six major holiday periods per year: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 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.

3.2 Events. In addition to the major holidays, the Susan G. Komen Race for the Cure, Forest Park Balloon Glow, and Moonlight Ramble take place in the direct vicinity of this project. All lanes shall be scheduled to be open to traffic 3 hours before the event until 2 hours following the end of the event, or at the direction of the Engineer.

3.3 The contractor shall not perform any work except in compliance with the following Monday thru Friday work hour restrictions or as directed by the engineer. Working hours for weekends and holidays shall be as determined by the engineer.

Eastbound I-64:

Single Lane and Shoulder Closures are allowed between the hours of 9:00 a.m. to 2:30 p.m. Monday through Friday.

Westbound I-64:

Single Lane and Shoulder Closures are allowed between the hours of 9:00 a.m. to 2:30 p.m. Monday through Friday.

4.0 Lane Closures.

4.1 The contractor shall provide the engineer notice two (2) weeks prior to lane closures. MoDOT will issue a press release to the local news media, newspaper, radio and television prior to lane closure. The

press release will advise motorists to take alternate routing to avoid traffic congestion at the construction site and to anticipate a slowdown in traffic flow.

In the event of any weather, material, or related postponement, notification shall be made to the engineer of the postponement and the re-scheduling of the roadway lane closure to a new date.

The contractor shall note that on a weekly basis, MoDOT's Maintenance of Traffic (MOT) Team reviews all 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.

5.0 Contractor Traffic Management Plan

5.1 Director of Traffic Management (DTM) The Traffic Management Plan shall name an individual, either employed by the contractor or hired by the contractor, to act as Director of Traffic Management (DTM). This individual will be a trained Work Zone Specialist in accordance with Standard Specifications and the Missouri Standard Specification for Highway Construction Section 616.3.4 and will be directly involved with daily traffic management and traffic management planning. It will be the responsibility of the DTM to coordinate traffic management between this project and any other projects on I-64 and projects on routes which affect I-64, including all future projects.

5.2 This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Louis County, St. Louis City, private, MoDOT maintenance, permit, or other projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to determine what, if any projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

5.3 Maintaining Work Zones and Work Zone Reviews. The DTM shall maintain work zones on a daily basis to assure safety to the traveling public and the workers. If the engineer reports any deficiency to the DTM or Contractor concerning safety items in the work zone, the DTM or Contractor shall immediately work to correct the situation. The DTM shall have personnel reviewing regular traffic control items daily and any temporary lane drop traffic control items at initial set up and during the operation. A minimum of 3 formal inspections shall be completed by the DTM in any one shift and fully documented to the engineer. All regular and scheduled traffic control reviews shall be documented and submitted to the Engineer weekly. The documentation record shall be similar to Form C-258 as found in the MoDOT Engineering Policy Guide. Traffic control items shall be corrected without the need for direction by the engineer. The engineer will notify the contractor first verbally if work zones are not being maintained at an acceptable level. If verbal notification does not resolve the work zone deficiencies, then the engineer may issue an order record to correct traffic control items. The order record shall state the corrections necessary and the timeframe by which the corrections shall be made. Failure to make the corrections on time may result in the engineer suspending work. Upon suspended work, the contractor shall review with the engineer the responsibilities and expectations of the DTM and may include the replacement of a new DTM at that time. The suspension will be non-excusable and non-compensable regardless if user costs are being charged for closures.

6.0 Traffic Control Plan Revisions.

6.1 The plans provide a traffic control plan with quantities of traffic control devices. The contractor is allowed to propose changes to the traffic control plan if the construction time frame can be shortened, and/or the number of days traffic lanes are restricted can be reduced. If the contractor proposes

modifying the traffic control plans, there will be no additional payment for additional traffic control items.

6.2 Any modification to the Traffic Control Plans or alternate traffic control plan must meet the minimum requirements of this provision. The Modified Traffic Control Plan must be signed and sealed by a Professional Engineer registered in the State of Missouri and must comply to the current edition of the MUTCD and MoDOT standards, whichever is more conservative.

6.3 Five (5) copies of any Modified Traffic Control Plan Sheets must be submitted 3 weeks prior to implementation to allow the Commission and FHWA ample time for review and approval.

7.0 Documentation Records of Traffic Control

7.1 The contractor shall measure and/or count all temporary traffic control items used on this project. A document will be filled out by the contractor listing the items, along with the quantity and location on the roadway. This document will be similar in form to a MoDOT Documentation Record.

7.2 These Documentation Records will be submitted to the engineer three working days prior to the estimate so the engineer can verify the information and quantities may be included for pay where applicable. They shall have the following certification statement and be signed by the Director of Traffic Management.

“In keeping with United States Code, Title 18, Section 1020, regarding False Statements, I certify, to the best of my ability, the above information is correct and accurate with regards to date placed, quantity, length and location”. Signature & Date _____.

8.0 Basis of Payment. All expenses incurred by the contractor for the cost of equipment, labor, materials, incidentals, or time required to fulfill the above provisions, including the Director of Traffic Management, shall be paid for at the contract unit price for:

Director of Traffic Management 1 Lump Sum

G. Temporary Traffic Control

1.0 Description. All work necessary to maintain safe and efficient traffic flow through the work areas shall be provided by the contractor. This will include furnishing, relocating, and removing temporary traffic control devices, truck mounted attenuators and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer.

2.0 Work requirements. Work shall be in accordance with the Missouri Standard Specification for Highway Construction Sec 616, Sec 612, and the contract plans. All traffic control shall be provided by the contractor as shown in Exhibit D of the contract documents. Standard MUTCD compliant signs, channelizers, flashing arrow panels, etc... shall be used.

3.0 Method of Measurement. The quantities shown on the plans shall be considered an estimate and may be subject to change based on field conditions. This work will be measured for payment.

4.0 Basis of Payment.

4.1 Temporary traffic control will be paid for at the contract unit price for each Item. No direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) All expenses incurred by the Work Zone Traffic Management Plan, including the Director of Traffic Management to fulfill their duties as described in Section H of the contract.

4.2 Any additional work deemed necessary by the engineer that requires temporary traffic control and is not covered by the contract plans will be included in the cost change order for the additional work. However, if the added work is required in a stage where temporary traffic control is already in place, no additional traffic control pay will be allowed in this case.

H. Utilities

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Mr. Kent Thaemert Laclede Gas Company 3950 Forest Park Ave. St. Louis, MO 63108 Telephone: 314-658-5437	None
Mr. Francis Kaiser Metropolitan St. Louis Sewer District 2350 Market Street St. Louis, Missouri 63103 Telephone: 314-768-6204	None

Mr. Jason Johns Lightcore Communications 16141 Swingley Ridge Road, Suite 200 Chesterfield, MO 63017 Telephone: 916-296-8520	None
Mr. Doug Brown AmerenMO 1901 Chouteau Avenue P.O. Box 66149 St. Louis, MO 63166-6149 Telephone: 314-554-2951	None
Ms. Stacey Walden Thompson AT&T 12930 Olive Blvd. 2-A-01 Creve Coeur, MO 63141 Telephone: 314-275-0000	None
Mr. Cory Birk Charter Communications 815 Charter Commons Town and Country, MO 63017 Telephone: 314-568-5237	None
Mr. David Pruitt Missouri - American Water Company 727 Craig Road Creve Coeur, MO 63141 Telephone: 314-991-2396 Cell: 314-574-3601	None
Mr. Mark Nankivil St. Louis City Water Division 4600 McRee St. Louis, MO 63110 Telephone: 314-633-9023	None
Paul McDermott AT&T OSP 1425 Oak Street Kansas City, MO 64106 Telephone: 816-275-4014	None
Donald Torbett 2.2-408A Verizon Business formally MCI OSP Services 6929 North Lakewood Tulsa, OK 74117 Telephone: 918-590-5262	None

Cell: 918-269-4698

Jason Johns

None

Qwest Communications

16141 Swingley Ridge Road, Suite 200

Chesterfield, MO 63017

Telephone: 916-296-8520

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

I. Emergency Provisions and Incident Management

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow

through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

John Lewis, Resident Engineer, Chesterfield Project Office: 314-340-4285

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri State Highway Patrol
Troop C Headquarters
891 Technology Dr.
Weldon Spring, MO 63304
(636) 300-2800

MoDOT Transportation Management
Center (TMC)
14301 South Outer 40 Rd.
Chesterfield, MO 63017
Hours of Operation: 24/7/365
Dispatch 314-275-1500

City of Brentwood
Police: (314) 644-7100
(314) 644-7100
272 Hanley Industrial
Brentwood, MO 63144

City of Frontenac
Police: (314) 994-9300
Fire: (314) 994-1801
10555 Clayton Road
St. Louis, MO 63131

City of Ladue
Police: (314) 993-1214
9345 Clayton Road
Fire: (314) 993-1214
9213 Clayton Road
St. Louis, MO 63124

City of Richmond Heights
Police: (314) 645-3000
Fire: (314) 645-8800
7447 Dale Avenue
Richmond Heights, MO 63117

Mercy Hospital – Emergency Dept.
615 South New Ballas Road
St. Louis, MO 63141
(314) 251-6090

Missouri Baptist Hospital
3015 North Ballas Road
St. Louis, MO 63131
(573) 432-1212

Barnes-Jewish Hospital
1 Barnes-Jewish Hospital Plaza
St. Louis, MO 63110
(314) 747-3000

St Louis Ambulance Service
2634 Hampton Avenue
St. Louis, MO 63139
(314) 645-9160

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct payment will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

J. Quantities

Line Item Description	Unit
Removal of Dead Tree Stock	EA
Soil Amendment, Stabilization and Seeding	Acre
Silt Fence	LF
Temporary Ditch Check Type II	EA
Tree, Redbud	EA
Tree, Wild Plum	EA
Tree, White Pine	EA
Tree, Swamp White Oak	EA
Tree, Northern Red Oak	EA
Tree, Black Gum	EA
Tree, Sugar Maple	EA
Furnishing Type 2 Rock Ditch Liner	CY
Placing Type 2 Rock Ditch Liner	CY
Gravel (A) (2 Inches Thick)	SY
Construction Signs	SF
Advanced Warning Rail System	EA
Flag Assembly	EA
Channelizer (Trim Line)	EA
Directional Indicator Barricades	EA
Flashing Arrow Panel	EA
Truck Mounted Attenuator	EA
Director of Traffic Management	LS
Mobilization	LS

	Soil Amendment, Stabilization and Seeding (Acre)	Silt Fence (LF)	Type II Ditch Check (EA)	1 ½” Clean Rock 3” Thick (SY)	Furnish & Place Type 2 Ditch Liner (CY)
Area # 1	2.32	1,872	1	0	0
Area # 2	0.98	1,500	1	0	0
Area # 3	0.23	900	1	0	0

Area # 4	0.28	740	1	0	0
Area # 5	0.17	460	1	0	0
Area # 6	0.38	1,425	1	0	0
Area # 7	0.31	430	1	0	0
Area # 8	0.33	390	2	0	0
Area # 9	0.61	700	1	0	0
Area # 10	1.42	1,570	1	0	0
Area (A)	0	0	0	1,702	13.7
Area (B)	0	0	0	1,206	0
Area (C)	0	0	0	3,278	16.3

Total	=	6.95	9,987	11	6,186	30.0
Pay Total	=	<u>7.0</u>	<u>9,987</u>	<u>11</u>	<u>6,186</u>	<u>30.0</u>

Traffic Control Summary

Description	SF / Sign	Sign Qty (EA)	Unit	Qty
Sign W020-1 Road Work Ahead (48"x48")	16	8	SF	128
Sign W021-5b Shoulder Work Ahead (48"x48")	16	4	SF	64
Sign W020-5 RT/LT/C Lane Closed Ahead (48"x48")	16	5	SF	80
Sign W020-6a RT/LT/C Lane Closed (48"x48")	16	5	SF	80
Advanced Warning Rail System	-	-	EA	8
Flag Assembly	-	-	EA	20
Channelizer (Trim Line)	-	-	EA	35
Directional Indicator Barricades	-	-	EA	14
Flashing Arrow Panel	-	-	EA	2
Truck Mounted Attenuator	-	-	EA	2

Work performed for Traffic Control shall include any equipment, materials and labor required and will be paid for per each traffic control item.

K. Completion Date and Working Days

1.0 Description. Completion of the work will be administered on both a calendar date completion basis.

1.1 Regardless of when the contractor begins the Soil Amendment, Stabilization and Seeding, all Soil Amendment, Stabilization and Seeding work shall be completed on or before the calendar date of **October 19, 2012**.

1.2 Regardless of when the contractor begins the Soil Amendment, Stabilization and Seeding, all Soil Amendment, Stabilization and Seeding work shall be completed within **35** calendar days.

1.3 Regardless of when the contractor begins the tree planting, all tree planting work shall be completed on or before the calendar date of **January 1, 2013**.

1.4 Regardless of when the contractor begins paving gravel, and rock lining, all Gravel (A) and furnishing and placing rock lining work shall be completed on or before the calendar date of **February 1, 2013**.

2.0 Administration of Calendar Completion Date and Working Days Completion.

2.1 Calendar Day A calendar day will be defined as any day of the year including holidays, Saturdays, and Sundays.

2.1.1 The contractor will not be entitled to any extension of calendar days because of unsuitable weather conditions or the effects of weather conditions unless authorized in writing by the engineer. Calendar days allowed for the performance of the work may be extended for delays caused by acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or other delays not caused by the contractor's fault or negligence. An extension of the calendar completion date will only be granted to the contractor provided documentation has been given to the engineer.

L. Liquidated Damages for Failure to Complete Work on Time

1.0 If the contractor fails to complete the work by the calendar date specified in Section K above, then liquidated damages in the amount of **\$250.00** per day will apply. Days that the Department has suspended the contractor's work will not be assessed liquidated damages.

- a) The contractor shall agree and understand that the project 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 above as liquidated damages shall be reasonable and fair under the circumstances.
 - b) If the contractor does not complete the entirety of work outlined in this contract by the indicated dates; from Notice to Proceed, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount indicated above per day for each full day that the job is not complete .
 - c) 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.
 - d) 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.

M. Surfacing Areas with Gravel (A)

1.0 Description. The contractor will surface the areas designated in Exhibit C with gravel to a depth of two inches thick. Some smoothing of the ground will be required prior to placing the gravel surface. Section 1006 of the Standard Specifications shall apply to this work.

2.0 Method of Measurement. Measurement of Gravel (A) will be made of the area surfaced to the nearest square yard.

3.0 Basis of Payment. The accepted quantity of Gravel (A) will be paid for at the contract unit price per Square Yard. Payment will be considered full compensation for all other incidental items and equipment necessary to complete the described work. No direct payment will be made for incidental items including, but not limited to grading equipment.

N. Contractor Requirements

1.0 Contractor shall not assign, transfer or sublet the contract, or any interest or part therein, without first receiving written approval from MoDOT. It should be mutually agreed and understood that said consent by MoDOT shall in no way release contractor from any responsibility or liability as covered in these specifications and contract.

O. Insurance Requirements:

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:

- 1) 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;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$2,000,000 for all claims arising out of a single occurrence;
- 3) 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.

3.0

BID SUBMISSION

Bid Submission Information:

- 3.1 All bids must be received in a sealed envelope clearly marked “**SL13-032-RW**” **Soil Amendment and Seeding**”.
- 3.2 All bids must be received at the following address no later than **September 10, 2012 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

- 3.3 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.

3.4 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.
- 3.5 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
- 3.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bids.
- 3.7 Contract Award – The contract will be awarded to the lowest responsible bidder determined as specified above.
- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best responsible” principle of award.
 - b. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results
- 3.8 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.
- 3.9 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.
- 3.10 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.

4. PRICING PAGE SL13-032-RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract 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.

ITEM #	DESCRIPTION	QTY	U/M	UNIT COST	EXTENDED COST
1.	Removal of Dead Tree Stock	239	EA		
2.	Soil Amendment, Stabilization and Seeding	7.0	Acre		
3.	Silt Fence	9,987	LF		
4.	Temporary Ditch Check Type II	11	EA		
5.	Tree, Redbud	75	EA		
6.	Tree, Wild Plum	75	EA		
7.	Tree, White Pine	25	EA		
8.	Tree, Swamp White Oak	15	EA		
9.	Tree, Northern Red Oak	15	EA		
10.	Tree, Black Gum	15	EA		
11.	Tree, Sugar Maple	19	EA		
12.	Furnishing Type 2 Rock Ditch Liner	30	CY		
13.	Placing Type 2 Rock Ditch Liner	30	CY		
14.	Gravel (A) (2 Inches Thick)	6,186	SY		
15.	Construction Signs	352	SF		
16.	Advanced Warning Rail System	8	EA		
17.	Flag Assembly	20	EA		
18.	Channelizer (Trim Line)	35	EA		
19.	Directional Indicator Barricades	14	EA		
20.	Flashing Arrow Panel	2	EA		
21.	Truck Mounted Attenuator	2	EA		
22.	Director of Traffic Management	1	LS		
23.	Mobilization	1	LS		
	TOTAL EXTENDED COST				
					\$

All items and materials used for this project shall be in accordance with the applicable portions of the 2011 Missouri Standard Specification Book for Highway construction per Scope of Work.

COMPANY: _____ **DATE:** _____

SIGNATURE: _____ **PRINTED NAME / TITLE:** _____

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

Attachment III SL13-032-RW

(Revised 08/96)

BID BOND

KNOW ALL PERSONS 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 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 commission on route(s) _____

_____ in County(ies),

project (s) _____

_____ for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the 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.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Principal
SEAL By _____
Signature

Surety
SEAL By _____
Signature of 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.

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

atus:

MHTC 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 upon request if applicable.

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:

- 2) 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;
- 2) 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;
- 3) 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.

Bid Guaranty/Contract Bond

- d. 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.
- e. 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 State of Missouri 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.
- f. 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.

- d. 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.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., 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, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
- 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/qc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document.

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.

Permits, Licenses and Safety Issues

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.

- 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.

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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.

Preferences

- a. 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.**
- b. 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.

ATTACHMENT IV

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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.

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