

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

REQUEST NO.	SL13-051-RW
DATE	October 3, 2012
PAGE NO.	1 NO. OF PAGES 31

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

**10:00 a.m., Local Time, October 16, 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**

**Repair Bridge Barrier Wall including Ornamental Fence Installation**

**COMPLETION DATE: On or Before April 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.**

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**(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

## INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to repair the lighting conduit, barrier wall and bridge wing wall prior to installing a new ornamental fence at the locations shown on the plans and in accordance with terms and specifications of this RFB.

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 October 16, 2012.**

#### **RFB Coordinator:**

**Ms. Teresa (Terri) Mount 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 repair the existing bridge barrier and wing wall and the fence along the St. Louis Avenue bridge over I-70 in the City of St. Louis as specified in these provisions.

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 (Exhibit B)
- 3) Bid Submission
- 4) Pricing Page(s)
- (5) Exhibit( A & C)
- (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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

**SCOPE OF WORK**  
**SL13-051-RW**

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**SCOPE OF WORK**  
**SL13-051-RW – Exhibit B**

**2.1 General Requirements:**

- 2.1.1 The contractor shall provide the repair of the barrier wall and bridge wing wall and then install new ornamental fence at the locations shown on plans as specified 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 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.

**2.2 Miscellaneous Contract Requirements and Specification:**

**A. Work Location**

Route I-70 at the northeast quadrant of St Louis Avenue  
Bridge Number A01414  
St Louis City  
Work Location is shown in Exhibit A of the contract documents

**B. Work Description**

This work consists of repairing the bridge barrier and bridge wing wall prior to installing new ornamental fence, which shall be fabricated, galvanized and powder coated per the attached specifications and installed in accordance to the drawings provided along with traffic control procedures as shown in Exhibit C. The existing bridge plans are provided for information in Exhibit D.

**C. Tabulation of Quantities**

Repair Existing Barrier Wall  
Install Ornamental Fence  
Temporary Traffic Control  
Mobilization

Total Work Performed = 1 Lump Sum

**D. Workzone 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 Standard Specifications, and specifically as follows.

**2.0 Traffic Management Schedule.**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. 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 prior to lane closures or shifting traffic onto detours.

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

**2.4** In order to ensure minimal traffic interference, 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 or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided 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 or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided 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.**

**3.1** 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** 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. No work shall be done during any of the Cardinals' weekend home stand games until 1 hour after the game ends and at the discretion of the engineer. Work shall end at 7 a.m. on the Sunday morning of a Rams home game. Restricted periods for special events shall be determined at the discretion of the engineer.

**3.3** The contractor shall not perform any work which would require a temporary reduction in number of through lanes of traffic on I-70 except in compliance with the following work hour conditions:

Mainline single lane closures allowed between the hours of 7:00 p.m. to 5:00 a.m.

Reversible lane closures or complete closure of the reversible lanes will not be allowed.

The contractor shall be aware that traffic data indicates construction operations on the roadbed outside of the allowed hours shown above Monday through Friday will likely result in traffic queues greater than 10 minutes. Based on this data the contractors operations will be restricted accordingly unless it can be successfully demonstrated that their operations can be performed without a 10 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

#### **4.0 Detours and Lane Closures.**

**4.1** The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

The contractor shall provide the engineer notice 3 weeks prior to lane closures. MoDOT will issue a press release to the local news media, newspaper, radio, and television prior to the detour or lane closure. The press release will advise motorists to take alternate routes 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 as soon as practical of the postponement and the rescheduling of the roadway lane closure to a new date.

**5.0 Coordination of Projects.** It will be the responsibility of the contractor to coordinate traffic management between this project and any other projects on I-70, routes which affect I-70, and future projects. The contractor shall be aware of the following jobs, J6I1086 – I-70 interchange at the new Mississippi River Bridge.

**5.1** The contractor shall be aware that there may be other projects including, but not limited to, utility, 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 one listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

**6.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

### **E. Completion Date and Working Days**

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

**1.1** Regardless of when the contractor begins the work, all work shall be completed on or before the calendar date of Tuesday, **April 1, 2013.**

**1.2** Regardless of when the contractor begins the work, all work shall be completed within **20** working days. If the contractor fails to complete the work within the days allowed, then liquidated damages in the amount of **\$500** per day will apply. Days that the Department has suspended the contractor's work will not be assessed liquidated damages.

## **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.

**2.2 Working Day.** A working day will be defined as any day when, in the judgment of the engineer, weather conditions would permit the major operation of the project for five hours or more, unless other unavoidable conditions prevent the contractor's operations. If conditions require the contractor to stop work in less than five hours, the day will not be counted as a working day. Saturdays, Sundays, and holidays established by law will not be counted as working days.

**2.2.1** The count of working days will start on the date the contractor starts construction operations. The engineer will determine when a working day is to be charged. The engineer may make allowance for working days lost due to causes justifying their elimination from the count of working days. No allowance will be made for delay or suspension of the work due to fault of the contractor.

## **F. Liquidated Damages for Failure to Complete Work on Time**

**1.0 Description.** If all lane closures on I-70 are not complete and open to traffic prior to 5 a.m. each day, 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 following amounts for each full 15 minutes that all lanes are not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time:

- a. \$1,500 per full 15 minutes from 6:00 a.m. to 7:00 a.m.
- b. \$1,875 per full 15 minutes from 7:00 a.m. to 8:00 a.m.
- c. \$2,250 per full 15 minutes after 8:00 a.m.

**1.1** The said liquidated damages+ specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

## **G. Liquidated Damages for Winter Months JSP-04-17**

**1.0 Description.** Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

## **H. Construction Requirements**

**1.0 Description.** This provision contains general construction requirements for this project.

**2.0 Construction Requirements.** Plans for traffic control and the existing structure(s) are included in the contract, with the bridge plans for informational purposes only.

**2.1** Traffic control shall be in accordance with the contract documents.

**2.1.1** In order to assure the least traffic interference, the work shall be scheduled so that a lane closure is for the absolute minimum amount of time required to complete the work. A lane 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.

**2.2** Provisions shall be made to prevent any debris and materials from falling onto the roadway. Any debris and material that falls outside the limits mentioned previously and if determined necessary by the engineer, shall be removed as approved by the engineer at the contractor's expense.

**2.3** Any damage sustained to remaining structures as a result of the contractor's operations shall be repaired or the material replaced as approved by the engineer at the contractor's expense.

**2.4** Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the contractor's operations shall be the responsibility of the contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the engineer.

**3.0 Barrier and Bridge Wing Wall Repair.** The contractor shall provide the engineer details on how the barrier wall and bridge wing wall will be repaired for review and approval 2 weeks prior to beginning this work. Any repairs required for the existing conduit and wiring will be completed by others. The contractor shall pour the new barrier over the existing conduit.

**4.0 Storage of Materials.** The contractor may have use of the Broadway Maintenance facility to store equipment and materials used for this project. The contractor shall contact Rick Schnieder, at 314-954-0412, to coordinate access and location at least 7 days prior to needing the area.

**5.0 Method of Measurement.** No measurement will be made.

**6.0 Basis of Payment.** Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

## **I. Powder Coating JSP-04-06**

**1.0 Scope.** This specification covers a powder coating finish for metallic components.

**2.0 Basis of Acceptance.** Basis of acceptance of the powder coated components will be based on a manufacturer's certification, including certified test results for all performance requirements, submitted by the contractor and upon results of any tests performed by the engineer. The contractor shall repair any areas damaged during the testing process by a written method of repair recommended by the powder coating manufacturer. All repairs shall be subject to the engineer's approval.

**3.0 Material.**

**3.1 Color.** The finished powder coating shall be in the color specified in the contract.

**3.2 Powder Coating Type.** The powder coating shall be a urethane or triglycidyl isocyanate (TGIC) polyester resin type.

**3.3 Galvanizing.** When galvanizing is specified, all surfaces of the component shall be galvanized prior to powder coating in accordance with ASTM A 123. Components shall not be water or chromate quenched prior to powder coating.

**3.3.1 Testing of Galvanizing.** The procedure for determining the mass of coating shall be in accordance with ASTM A 90. This method shall be used in cases where the area of the test specimen can be accurately tested. On specimens shaped so that the area cannot be calculated, the mass of coating shall be determined with a magnetic gauge in accordance with ASTM E 376. The powder coating shall be removed by solvent removal or other any other method that does not affect the zinc coating.

#### **4.0 Workmanship.**

**4.1 Fabrication.** After fabrication of the component, all welds, bolted connections, holes, cut ends, etc. shall be free of slag, burrs or other imperfections that would affect the overall appearance or performance of the finished product.

**4.2 Finish of Galvanized Components.** When galvanizing is required prior to powder coating, all galvanized surfaces shall be in accordance with the Finish and Appearance requirements of ASTM A 123 prior to application of the powder coating. Prior to powder coating, all surfaces shall be free of uncoated areas, blisters, flux deposits, gross dross inclusions, lumps, globules, runs, drips and sags. Zinc high spots, such as metal drip line, and other rough areas shall be removed by cleaning with hand or power tools as described in SSPC Surface Preparation Specification 2 or 3. The zinc shall be removed until the zinc is level with the surrounding area, taking care that the base coating is not removed by the cleaning methods. The final galvanized surface shall be an applicable substrate to ensure proper adhesion of the powder coating. After removal of high spots and other rough areas, the coated surface shall be inspected to verify the required zinc coating thickness is in accordance with ASTM A 123 utilizing a magnetic field type thickness instrument in accordance with ASTM E 376. Any component that does not comply with the zinc coating thickness requirement before or after removal of high spots or rough areas shall be repaired in accordance with ASTM A 780.

**4.3 Finish of Powder Coating.** The powder coated surface shall be smooth, free of thin spots, pinholes, blemishes, and other coating imperfections.

**5.0 Powder Coating Application.** The powder coating shall be applied in accordance with all requirements of the supplier of the powder coating material. When powder coating is to be applied over galvanized surfaces, the powder coating application shall also be in accordance with the requirements supplied by the galvanizer. This shall include storage and pre-treatment of the component prior to application of the powder coating. If there is a conflict in application method between the powder coating supplier and the galvanizer, the powder coater shall resolve the conflict prior to application of any powder coating.

**6.0 Performance Requirements.** The finished components shall be delivered to the project site with no damage to the powder coating. The contractor shall repair any damaged areas in accordance with the requirements of the powder coating manufacturer at the engineer's discretion. Damage to the powder coating may be cause for rejection. The powder coating of the finished components shall be in accordance with the following requirements:

<b>Item</b>	<b>Test Method</b>	<u>Requirement</u>
Salt Spray Corrosion, 500 hrs,	ASTM B 117	Creepage shall not exceed ¼" in

single scribe		either direction from scribe
Cross Hatch Adhesion, min	ASTM D 3359	5A and 5B
Pencil Hardness, Gouge, min	ASTM D 3363	F
Pencil Hardness, Scratch, min	ASTM D 3363	F
Coating Thickness, mils, min <sup>a</sup>	ASTM E 376	3.0
Gloss, 60°, min	ASTM D 523	20
Chemical Resistance <sup>b</sup>	ASTM D 1308	Coating shall show only a slight circular mark

<sup>a</sup> For components with an underlying non-magnetic coating over steel, the powder coating thickness will be the difference in thickness measurements with and without the powder coating.

<sup>b</sup> The open spot test shall be performed with 5 drops 95% toluene/5% MEK for 30 s.

## **J. Disposition of Temporary Portable Fence**

**1.0 Description.** The temporary portable fence on the St Louis Avenue Bridge over I-70 shall be carefully removed by the contractor and transported to the Missouri Department of Transportation's maintenance facility, north lot, located at the following address:

Broadway Maintenance Facility  
1200 South Broadway  
St. Louis, MO 63104

1.1 The contractor shall notify Rick Schneider at 314-954-0412 at least 24 hours prior to each delivery to the maintenance lot.

**2.0 Basis of Payment.** No direct payment will be made for any costs incurred while complying with this provision.

## **K. Invoicing and Payment Requirements:**

1.0 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

2.0 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.

3.0 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.

4.0 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation

**L. Other Contractual Requirements:**

- 1.0 **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.
- 2.0 Prevailing Wage:
  - a. **General Wage Order # 56 , to apply St. Louis City, MO;**

### 3.0 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.

### 3.0

### BID SUBMISSION

#### Bid Submission Information:

3.1.1 Submit completed Contractor Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at:  
<http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>

3.1.2 All bids must be received in a sealed envelope clearly marked "**SL13-051-RW "Bridge Wall and Fence Repair"**".

3.1.3 All bids must be received at the following address no later than **October 16, 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

3.1.4 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.

3.1.5 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.

3.1.6 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

3.1.7 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.

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

3.1.9 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.

3.1.10 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

**4. PRICING PAGE SL13-051-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.

Item #	Description	QTY	U/M	UNIT COST
001	Repair existing Barrier Wall Install ornamental Fence Temporary Traffic Control Mobilization TOTAL WORK PERFORMED:	1	Lump Sum	

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/ TITLE:** \_\_\_\_\_







**Attachment IV SL13-051-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.

# 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<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 <b><u>M/WBE Information</u></b>										

## Preference Certification

**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

**All bidders must furnish ALL applicable information requested below**

## **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 (6<sup>th</sup>) 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**

**In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same 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**

#### **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.*

#### **Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
  - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- a. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- b. 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

- c. 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**.
- d. 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.