

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
 GENERAL SERVICES  
 830 MoDOT DRIVE – P.O. BOX 270  
 JEFFERSON CITY, MO 65102

REQUEST NO.	2-080717CB		
DATE	July 3, 2008		
PAGE NO.	1	NO. OF PAGES	39

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

**10:00 AM, CDT, July 17, 2008**

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

**BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

F.O.B. Destinations

Various Locations

**SIGN AND RETURN BEFORE TIME SET FOR OPENING**

<b>BUYER:</b>	Cheryl Bonner	<b>BUYER TELEPHONE:</b>	(573) 526-8194
<b>BUYER EMAIL:</b>	Cheryl.Bonner@modot.mo.gov		

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified bidders whom can provide **Striping and Striping Warranty.**

**\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB process.**

This document constitutes a RFB and solicits competitive sealed bids from qualified bidders to provide Striping and Striping Warranty. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

**All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.**

**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)**

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

<b>Date:</b>	_____	<b>Firm Name:</b>	_____
<b>Telephone No.:</b>	_____	<b>Address:</b>	_____
<b>Fax No.:</b>	_____		_____
<b>Federal I.D. No.</b>	_____	<b>By (Signature):</b>	_____
<b>Email Address:</b>	_____	<b>Type/Print Name</b>	_____
		<b>Title:</b>	_____

Is your firm MBE certified?  Yes  No

Is your firm WBE certified?  Yes  No

**MISSOURI DEPARTMENT OF TRANSPORTATION**  
**JEFFERSON CITY, MISSOURI**  
**Striping and Striping Warranty**

**Request No. 2-080717CB**

**1. Introduction:**

1.1 This solicitation seeks bids from qualified organizations to provide Striping and Striping Warranty throughout the state of Missouri with an effective contract period from the Notice to Proceed through June 30, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as MoDOT.

**2. Scope of Work**

**2.1 General Requirements**

**Services:** The Offeror shall provide the following professional services:

Contractor to provide and install durable permanent pavement markings on various route in the St. Louis and Kansas City metropolitan areas that meet MoDOT defined performance criteria. The contractor will also warranty their product for a period of 4 years after the installation. Existing pavement markings will be removed and the contractor will install their system according to the guidelines described in the following. This includes mainline and ramp markings, mainline turn lanes and crossovers on the mainline. Outer roads and crossroads at interchanges are not included.

- a. MoDOT will establish defined performance criteria for retroreflectivity, presence and color.
- b. MoDOT will evaluate the pavement markings on the various routes from April 1 – June 1 during the contract period, for a total of 4 warranty evaluations.
- c. An initial evaluation will be done before the end of 2008 to determine if the initial performance criteria are met.
- d. Pavement markings will be evaluated in 1.0-mile segments.
- e. The total contract price will be divided into 5 potential payments. The payment for the initial evaluation will be twelve (12) percent of the total contract cost. There will be four (4) warranty evaluations which will each be eligible for a maximum of twenty-two (22) percent of the total contract cost.
- f. Contractor payment will be based on the number of segments meeting or exceeding performance criteria.
- g. Contractor will provide per foot unit costs for replacement due to maintenance activities.
- h. The various routes to be covered by this contract are listed in attachment A.
- i. Estimated quantities of pavement markings to be installed are listed in attachment B.
- j. The contractor will provide wet reflective pavement markings unless the existing markings are in a milled rumble.
- k. The contractor will complete installation of their pavement marking system on all of the various routes by October 31, 2008.
- l. The contractor will be allowed only one application of their pavement marking system. This excludes any restriping due to maintenance damage.

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- m. The contractor will be allowed to restripe up to 2.5 percent of the total pavement marking applied in a calendar year without effecting payment.
- n. Intersection markings, such as stop bars, turn arrows and hash marks are not part of this contract and will be maintained by MoDOT forces.
- o. The contractor will be responsible for the following marking at interchanges and intersections.
  - Interchanges – the contractor is expected to stripe the ramps to the ramp terminus. Normally this is where the ramp intersects the crossroad. For directional interchanges, the contractor will stripe the ramps to where they terminate on the other freeway.
  - At Grade Crossovers or signalized intersections – the contractor will be responsible for all long line markings within and approaching the intersection. Pavement markings on the side street approaches will not be the contractor’s responsibility.

**2.2 Specific Requirements:**

**PERFORMANCE CRITERIA**

Performance criteria will be based on what MoDOT considers the minimum acceptable level.

**Width and Alignment**

- All white markings 6 inches wide.
- All yellow markings 6 inches wide.
- Gore markings will be 12 inches wide.
- Any skip markings or solid lines inside of the edgelines on concrete surfaces will be contrast marking according to the attached job special provision.

<b>Marking Width Tolerance</b>	
<b>Marking Width</b>	<b>Requirement</b>
4 inch	± 1/4 inch
6 inch	± 1/4 inch
10 inches and above	± 1/2 inch

- Lateral deviation shall not exceed one inch in 100 feet.
- Length of ten-foot skip markings shall not deviate more than 3 inches.

**Retroreflectivity**

- Initial retroreflectivity measured after 7 days but no more than 45 days after the installation of the pavement markings shall meet the following table:

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<b>Initial Performance Retroreflectivity Criteria</b>	
<b>mcd/m<sup>2</sup>/lux 30 meter Laserlux</b>	
<b>White</b>	<b>Yellow</b>
450	300

- The long term warranted retroreflectivity shall meet the following table:

<b>Performance Retroreflectivity Criteria</b>	
<b>mcd/m<sup>2</sup>/lux 30 meter Laserlux</b>	
<b>White</b>	<b>Yellow</b>
250	175

**Chromaticity**

- Chromaticity shall be within the following FHWA approved color boxes for the life of the marking material.

Daytime Color Specification Limits for Retroreflective Pavement Marking Material With CIE 2° Standard Observer and 45/0 (0/45) Geometry and CIE Standard Illuminant D<sub>65</sub>

Color	Chromaticity Coordinates (Corner Points)							
	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375
Yellow	0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400

**Appearance**

- Ninety-five percent (95%) of the total pavement marking material in a 1.0 mile segment shall remain in place.
- More than fifty-five percent (50%) of any individual skip shall be in place.

**2.3 Performance Evaluation**

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MoDOT along with contractor representatives will do measurements of the performance criteria. The evaluations will be done by:

- Width and Alignment – during the collection of the retroreflectivity data. If the evaluation team is concerned about the width or alignment of a segment, field measurements will be taken by the team to verify performance.
- Retroreflectivity – primarily with a Laserlux van, handheld retroreflectometers may also be used for spot checks. Retroreflectivity will be strictly based on the retroreflectometer results for each segment.
- Chromaticity – by the MoDOT Chemical Lab at designated test sections using a handheld instrument. Chromaticity readings will be taken when the evaluation team is concerned that the color of a segment may be outside of the allowed coordinate box.
- Appearance – based on subjectivity ratings made during the collection of the retroreflectivity data. If the evaluation team is concerned about the appearance performance of a segment, field evaluations will be taken by the team to verify performance.

**Retroreflectometer Calibration**

The Laserlux van will be calibrated according to manufacturer's recommendations. The contractor is invited to participate in the calibration process to assure agreement with the calibration. If handheld retroreflectometers are used, they also will be calibrated to manufacturer's recommendations.

**Evaluation Periods**

There will be five (5) evaluation periods, one initial evaluation and four warranty evaluations.

The initial evaluation period will be conducted between seven and forty-five days after the pavement markings have been placed. This evaluation period will focus on meeting the initial retroreflectivity requirements as well as alignment, width and color.

Warranty evaluation of pavement markings on the various routes will be conducted from April 1 – June 1 prior to each payment period.

The contractor will be notified 1 week before evaluations are to begin to send a representative. The contractor will be supplied a full report at the end of each evaluation period.

In addition, MoDOT will reserve the right to randomly inspect any of the pavement markings on the various routes outside of the payment evaluation periods. These inspections will be part of quality assurance (QA) auditing. The contractor will be notified of the results of these QA auditing inspections.

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**Contractor Payments**

Payments to the contractor will be based on performance evaluations. Payments will be based on the following:

- The contract will be bid as one complete total cost to provide and install warranted pavement markings on the various routes for the duration of the contract period.
- This total bid price will be divided into 5 potential payment amounts based on the following table.

<b><i>Payment Percentages Table</i></b>	
<b>Evaluation Period</b>	<b>Maximum Percent of Total Contract price Available</b>
Initial Performance	12
Warranty Performance 1	22
Warranty Performance 2	22
Warranty Performance 3	22
Warranty Performance 4	22

- Each of these amounts will be the maximum payment available to the contractor per payment period.
- Payment will be based on the performance of individual 1.0 mile segments.
- The total payment available for the performance period will be divided by the available number of 1.0 mile segments available during that payment period.
- Each line on the various routes will be evaluated individually.
- Payment will be based on those segments per line that meet or exceed the performance criteria.
- Failure to meet the performance criteria on any 1.0 mile segment of a line will result in no payment for that segment.
- All repairs shall be completed by Memorial Day.
- Contractor payments will be made according to the following schedule;

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<b>Payment Schedule</b>	
<b>When</b>	<b>Pay Period</b>
December 31, 2008	1
June 30, 2009	2
June 30, 2010	3
June 30, 2011	4
June 30, 2012	5

The contractor will be allowed to repair up to 2.5 percent of the total pavement markings applied in a year and still receive full payment for the next warranty payment period. Failure of more than 2.5 percent of the total pavement markings will deducted for the amount of payment due for that warranty pay period.

**Dispute Resolution**

If there are irreconcilable disagreements on the retroreflectivity results, the contractor may hire, at their expense, a third party, approved by MoDOT, to take retroreflectivity readings. These readings will be the final numbers used in determining payment.

**Material**

The contractor has full choice on what material to use to meet the performance criteria, with the following considerations. The contractor has the option of deciding the amount and type of yellow pigment for yellow material. The contractor shall certify that all yellow materials using lead chromate pigments shall meet the criteria of non-hazardous waste as defined by 40 CFR 261.24 when tested in accordance with EPA Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). The striping and marking material, upon preparation and installation, shall not exude fumes that are toxic, or detrimental to persons or property. All material using lead free pigments shall not contain either lead or other Resource Conservation and Recovery Act (RCRA) materials, in excess of the standard defined by EPA Method 3050 and 6010.

**Traffic Control**

The contractor shall be responsible for providing all traffic control during the pavement marking operations. Traffic control shall be in accordance with the MoDOT *Traffic Control for Field Operations* manual. The contractor shall notify the appropriate Work Zone Coordinator at a MoDOT District Office two (2) MoDOT working days in advance of any work being performed.

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Unless the material is track free at the end of the contractor's application train, traffic channelizers shall be used to protect the markings from traffic. Any claims resulting from vehicles tracking the freshly applied material will be the responsibility of the contractor.

There may be some time restrictions applied as needed, or due to incidents, planned events that generate increased traffic, or to coordinate with other roadway work going on. Due to traffic volumes, the majority of work in the St. Louis and Kansas City areas will be done at night. The District Work Zone Coordinator will advise the contractor if any of the work will be allowed during daylight hours.

**Removal of Existing Markings**

When removing existing pavement marking, the method of surface preparation or removal shall not cause structural damage to the pavement. Current acceptable methods are water blasting, shot blasting or grinding.

The contractor is expected to have neat, crisp lines. When existing markings are being removed for the application of the contractor's markings, the contractor will completely remove those markings that will impact the appearance of their markings. As an example, skips that have become too wide or too long due to multiple stripings, will be totally removed before the contractor installs their markings.

**Layout of New Markings**

Prior to installing any permanent pavement markings, the contractor shall notify the Traffic Section at the appropriate District Office. MoDOT forces will work with the contractor to locate the type, color and width of markings prior to placement. Failure of the contractor to contact MoDOT prior to the installation of permanent markings will cause any markings done not in accordance with MoDOT pavement marking guidelines to be considered failed and not available for payment.

**Maintenance Activities**

During the course of this contract there will be locations where maintenance of the surface or shoulders will be required. If the maintenance activities degrade or destroy the pavement markings, the contractor will not be held responsible. The contractor will provide MoDOT with a unit price, per foot, for replacing permanent pavement markings damaged by maintenance activities.

When either 500 feet or more of continuous line is missing or when 1000 feet or more within a 1-mile stretch are missing, the contractor will begin repair activities. MoDOT will notify the contractor when and where repairs need to be made.

**Damage by Others**

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If other contractors working on the various routes damage existing contractor installed lines, repair will be handled the same as for maintenance activities.

**Damage to Pavement**

The pavement markings used by the contractor shall not cause any noticeable damage to the pavement over the life of the contract.

**Grooved Installation**

The contractor will be allowed to install the permanent markings in a groove, if the installation is in accordance with manufacturer's recommendations. The groove area shall meet the following tolerances:

- Not more than 1 inch wider than the pavement marking
- Not more than 2 foot longer than the pavement marking
- Not deviate laterally more than 3/8 inch in 10 feet
- Depth in accordance with manufacturer's recommendations
- The entire area of the groove shall be sealed with either the permanent pavement marking or other approved sealer.

Failure to meet the above tolerances will result in failure of the markings and no payment will be made.

**Warranty**

The contractor shall warrant that all pavement markings are in accordance with the performance criteria as defined in this contract. Any pavement markings failing to meet the performance criteria will not be eligible for payment. Failure of the pavement markings due to, but not necessarily limited to, damage by traffic, anti-skid materials, studded tires, tire chains, chemical deicers, snowplowing or other loss of material will be considered cause for no payment. If the markings are damaged by pavement failure or MoDOT surface maintenance operations, the contractor shall replace the damaged markings at the agreed unit price. Evaluation of performance criteria will be done as previously described.

**Default**

If during any evaluation period, more than ten (10) percent of the pavement markings on the various routes are determined to have failed to meet the performance criteria, the contractor shall be considered in default. The contractor will provide, in writing, to MoDOT a plan to remedy the failures. The contractor will not implement their plan without prior approval from MoDOT. If MoDOT rejects the remediation plan, this contract will be cancelled with no further payment due the contractor.

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**Exclusions**

Some of the sections currently have Type 2 tape installed on the lane lines. Removing and replacing this tape is not part of the contract. Any tape that is damaged by the contractor's activities shall be replaced by the contractor at no cost to the Commission.

**Comparison**

As a comparison for determining the pricing of the warranty system, MoDOT is providing the following estimate of the current pavement marking system. The example uses one direction of a divided highway, one mile in length. The estimate is based on the following materials:

Skips are type 2 tape installed once.

Edgelines are contractor installed wet reflective paint installed the first year and restriped by MoDOT forces with high build wet reflective paint in years 2, 3 and 4.

Our estimated costs, per mile of a two lane, one direction divided highway are:

Asphalt	\$13,851.02 per mile
Concrete	\$14,775.02 per mile

The contractor, as part of their submittal, will provide a breakdown of costs per one mile of divided highway similar to the above.

**3. Bid Submission**

3.1 Each bid must be mailed or hand-delivered in a sealed package to the RFB Coordinator at the General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 AM, CDT, July 17, 2008**.

**RFB Coordinator:**

**Ms. Cheryl Bonner**

**Missouri Department of Transportation**  
**830 MoDOT Drive; Jefferson City, MO 65109**  
**P.O. Box 270; Jefferson City, MO 65102**  
**PHONE: (573) 526-8194; FAX: (573) 526-1218**

All bids must be received in a sealed package clearly marked "**Striping and Striping Warranty**".

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**3.2 Bid Guaranty/Contract Bond:**

The Contractor shall provide to the Commission and maintain at all times during the term of the Contract security for performance of the Work as described below (or other assurance satisfactory to the Commission in its sole discretion). Each bond required hereunder shall be provided by a Surety licensed as surety, and qualified to do business in the State of Missouri. The Surety shall be listed in the current United States Department of the Treasury, Fiscal Service, Department Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*. The Contract bonds may not be in excess of the underwriting limitation listed in the circular. All bonds shall survive until all work bonded is completed and accepted.

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 (5) Per Cent of the amount of the BID submitted, as a guarantee that the bidder, if awarded the contract, shall annually provide an acceptable performance and payment (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 of the contract price of all the work eligible for payment that year.

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.

3.3 Bids will be reviewed to determine if it complies with the mandatory requirements and to determine the lowest and responsive bid.

3.4 **Cost Determination** – The low bid shall be determined by the lowest cost submitted on the pricing page.

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

- a. Award of this bid will be made on an "All or None" basis after reviewing all options, and by using the "lowest and best" principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

**3.6 Open Competition/Request for Bid Document**

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- 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 the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

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**PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein.

- A. 5 Year Performance Striping \$ \_\_\_\_\_
- B. Per foot cost for striping due to maintenance activities. \$ \_\_\_\_\_

Award will be based on the prices submitted in item A above.

**Pavement Marking System**

Offerer to describe the pavement marking system(s) proposed for this contract. The proposed pavement marking system(s) will not be part of the bid evaluation but is for informational purposes only.

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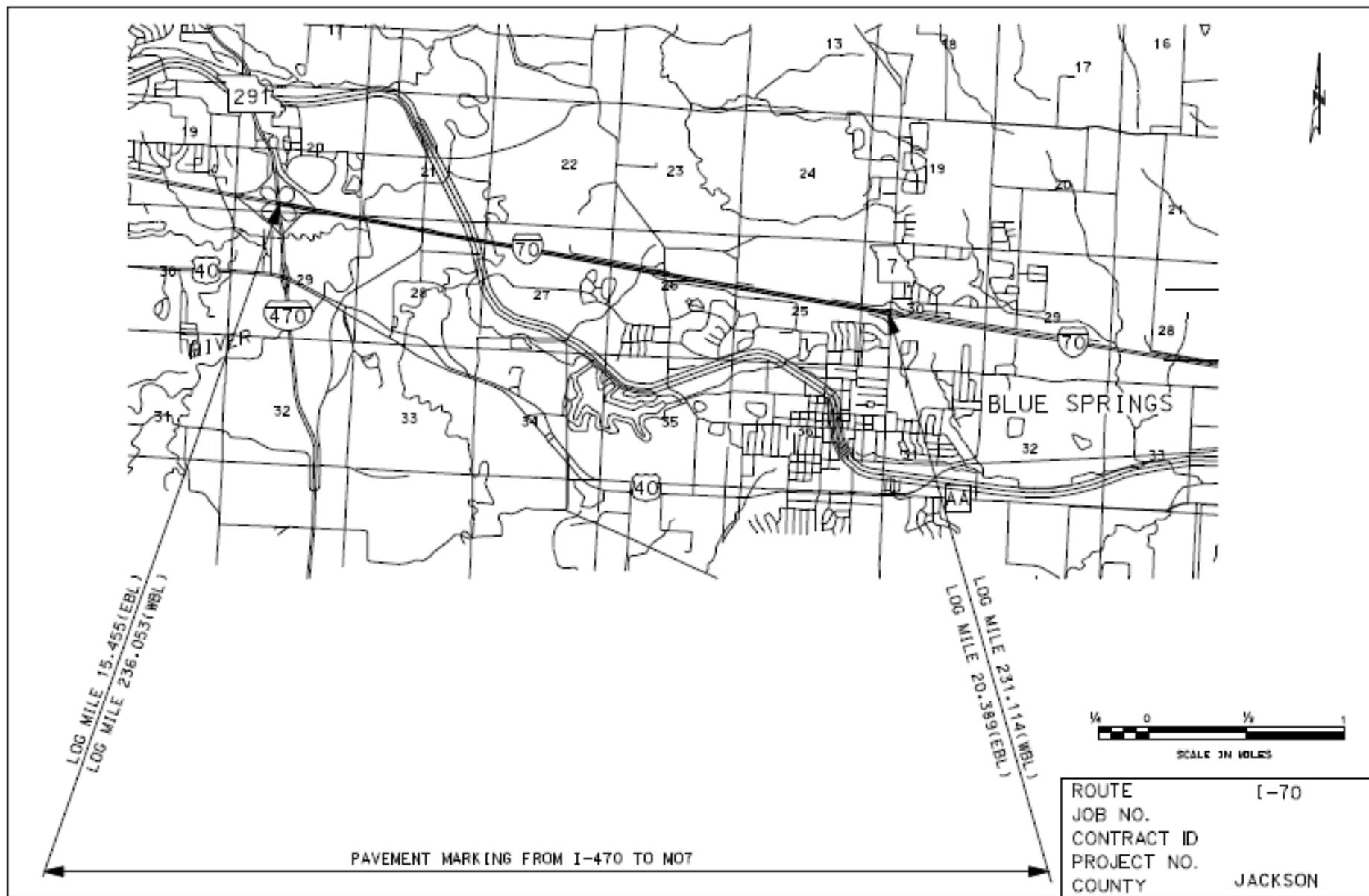
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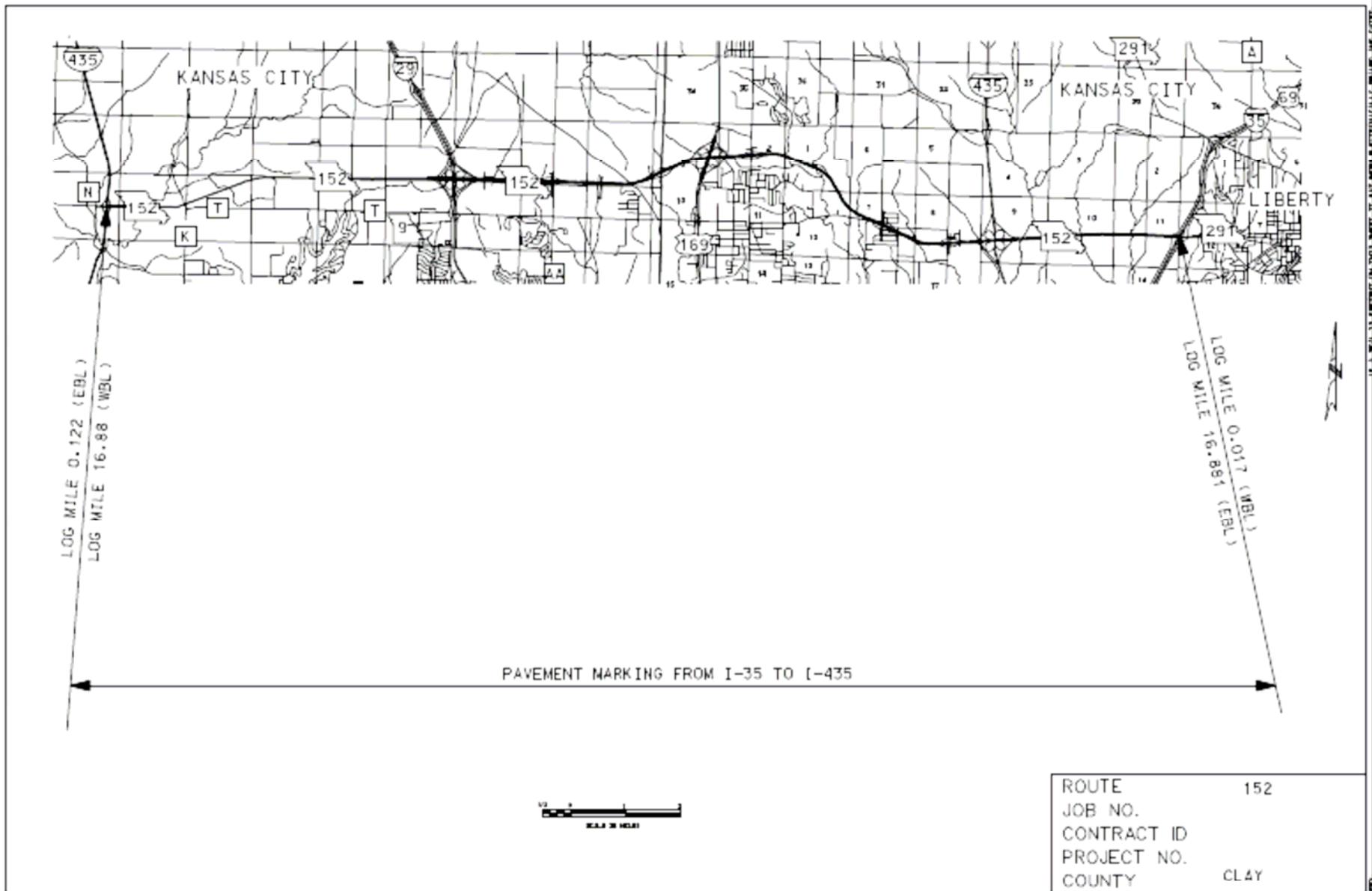
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Title

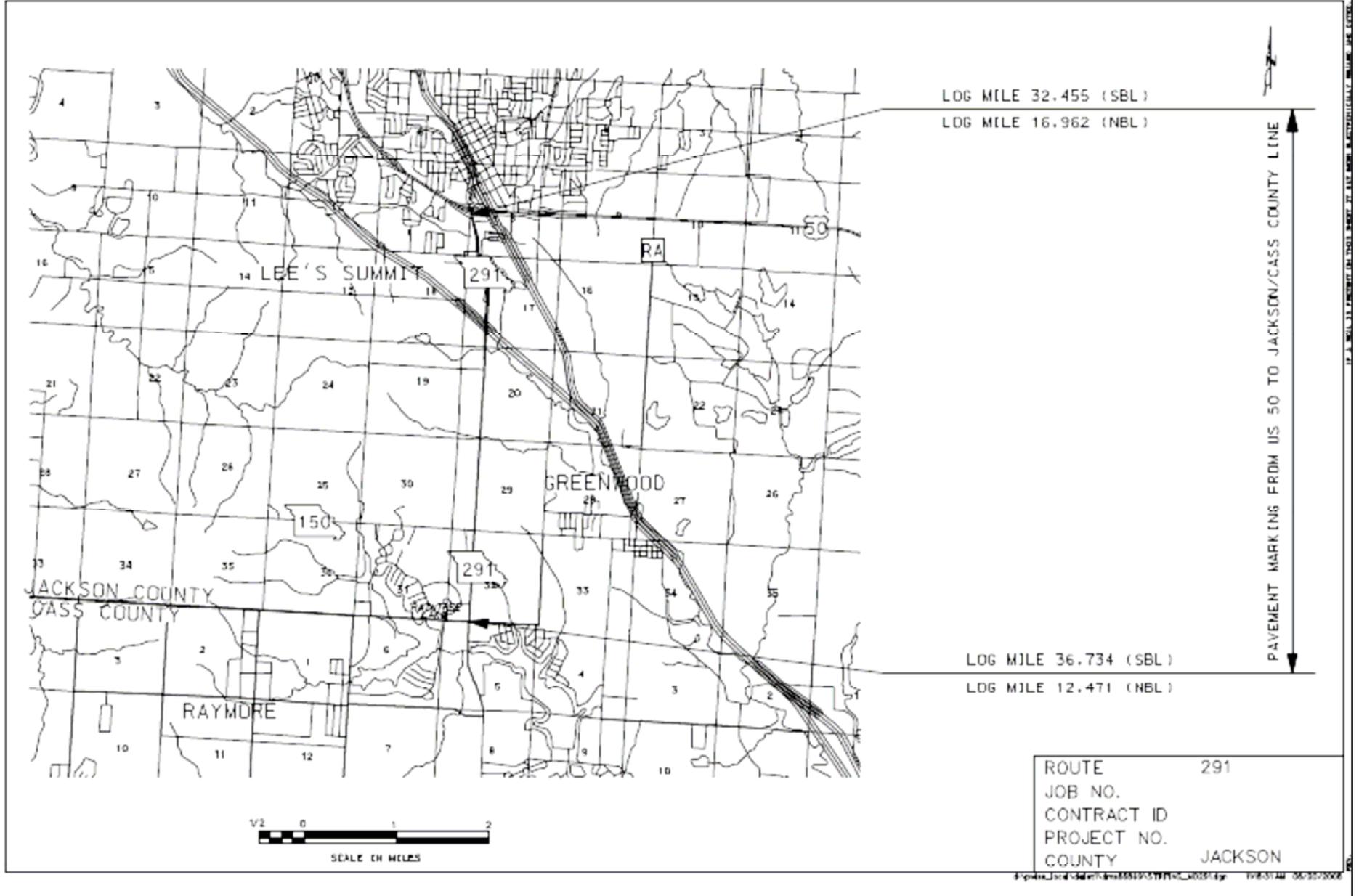
# Attachment A - District 4 Kansas City Area



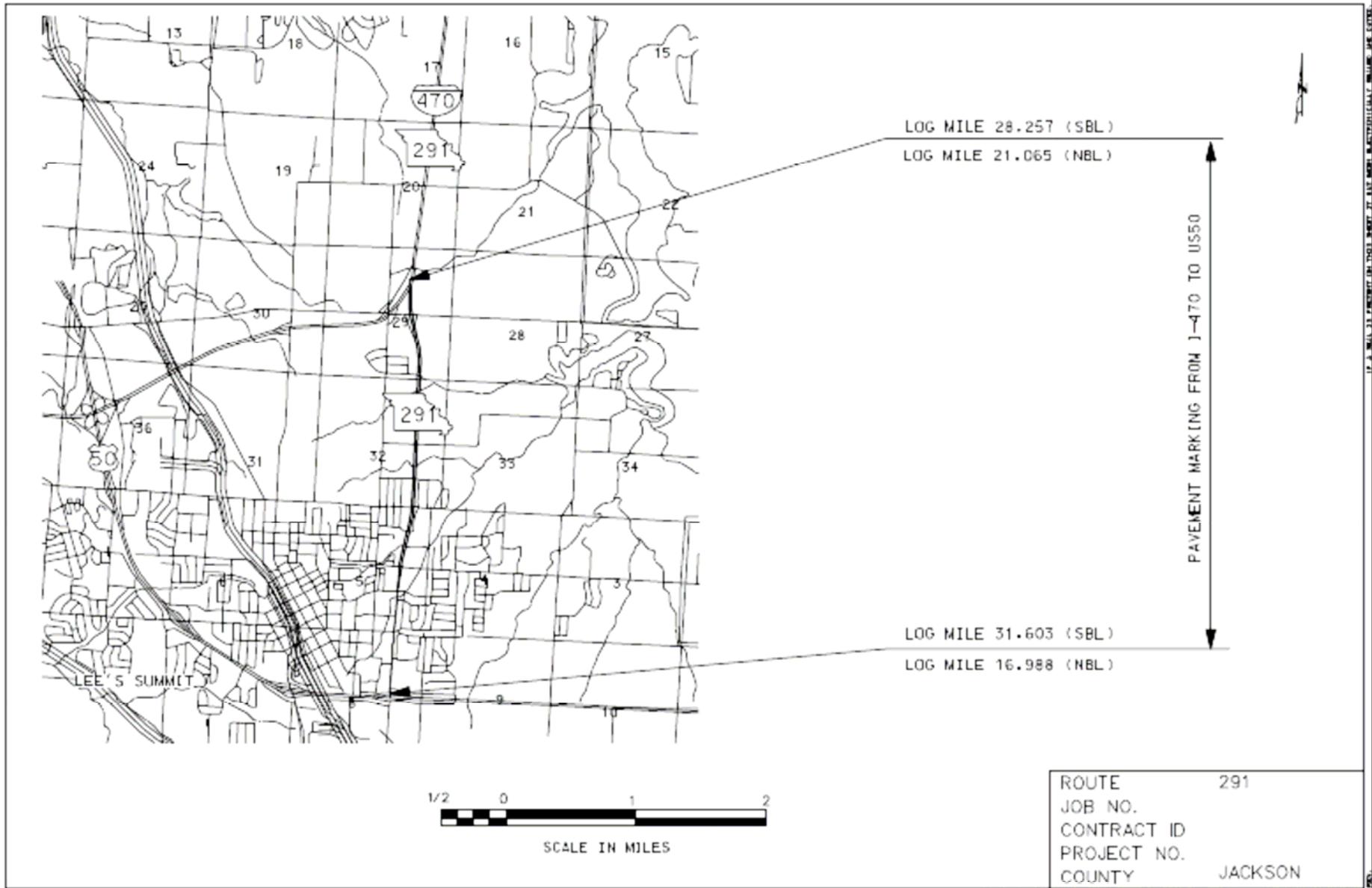
Attachment A - District 4 Kansas City Area



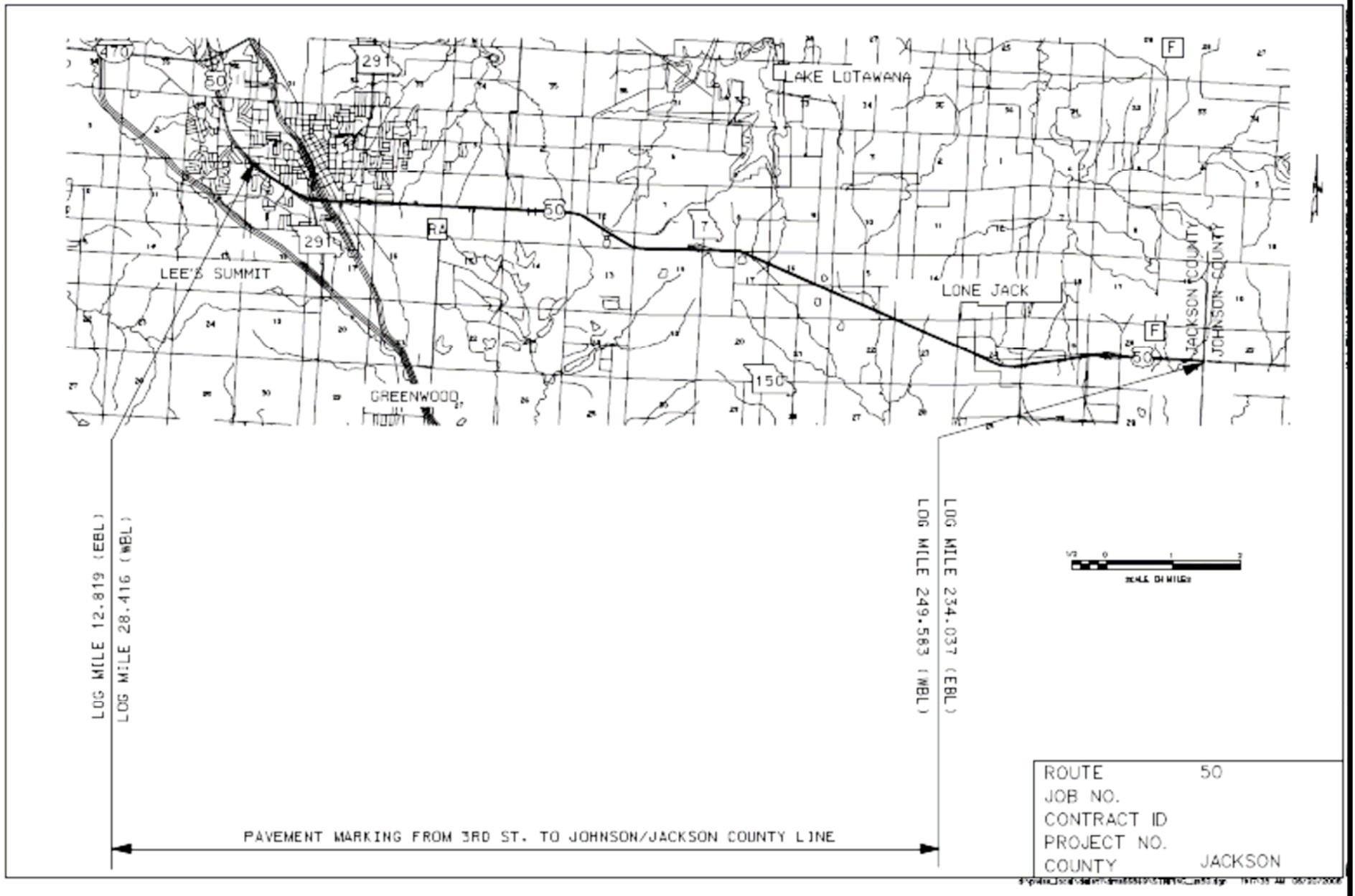
Attachment A - District 4 Kansas City Area



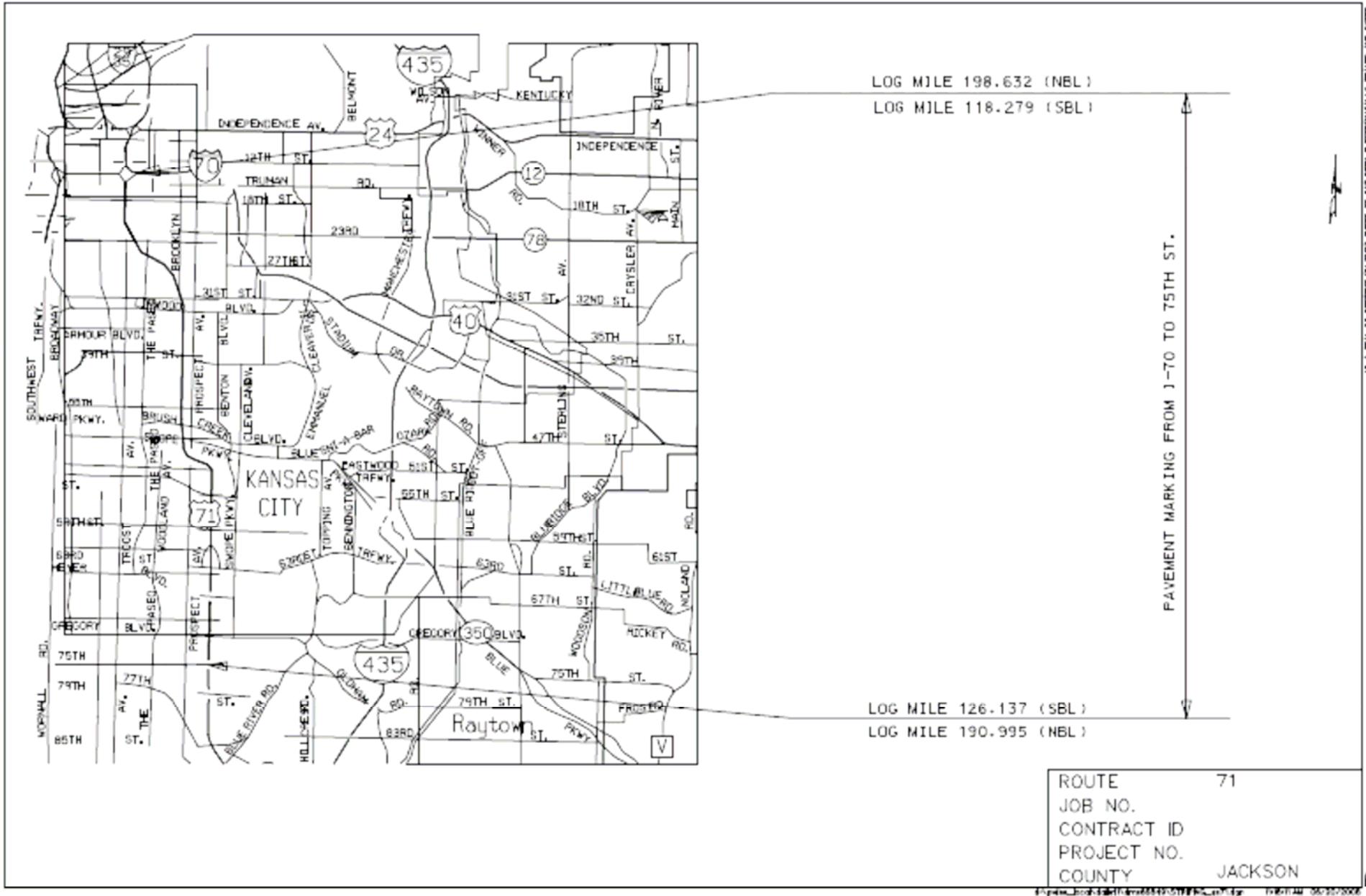
# Attachment A - District 4 Kansas City Area



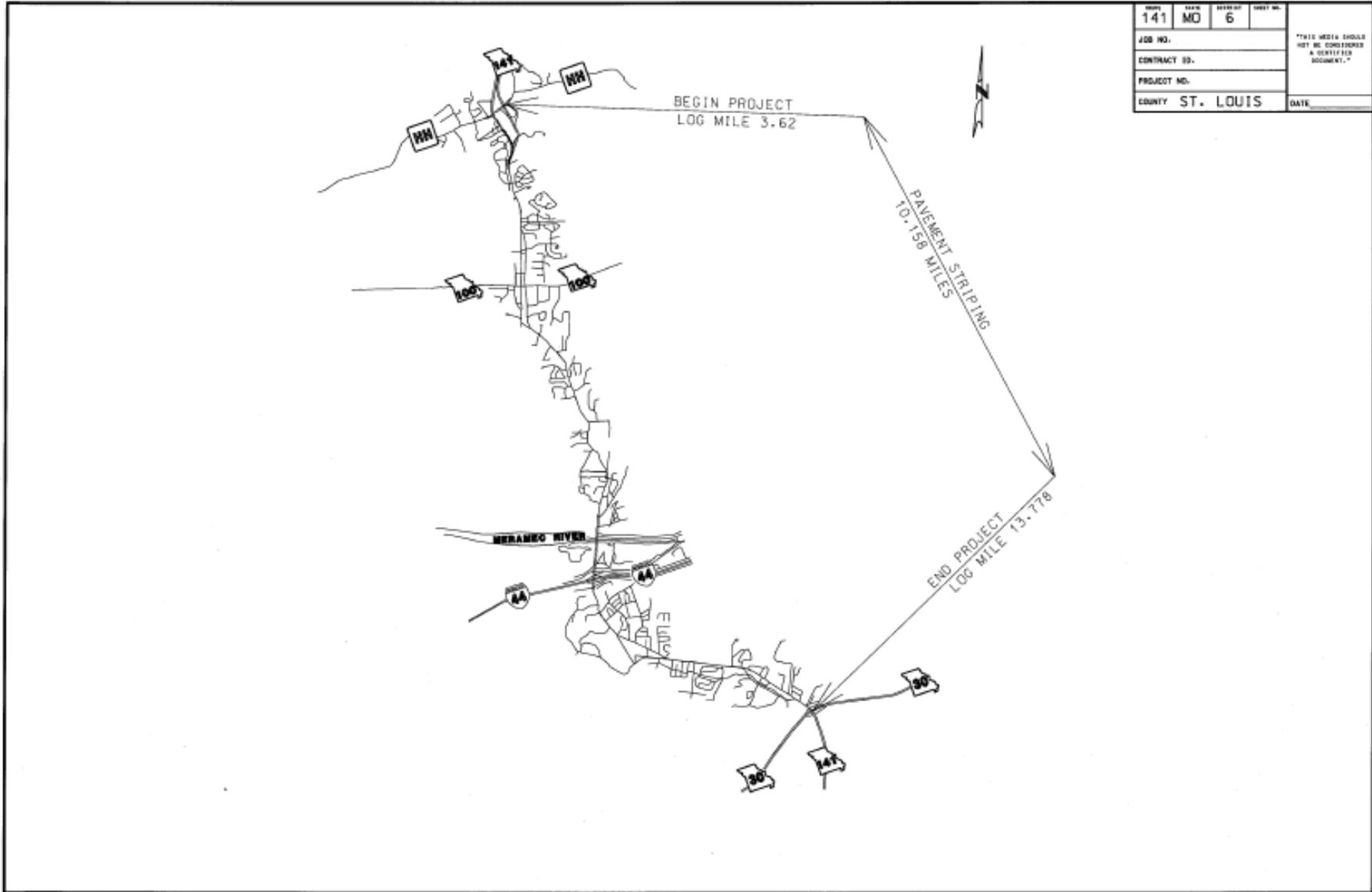
Attachment A - District 4 Kansas City Area



Attachment A - District 4 Kansas City Area



# Attachment A - District 6 St. Louis Area

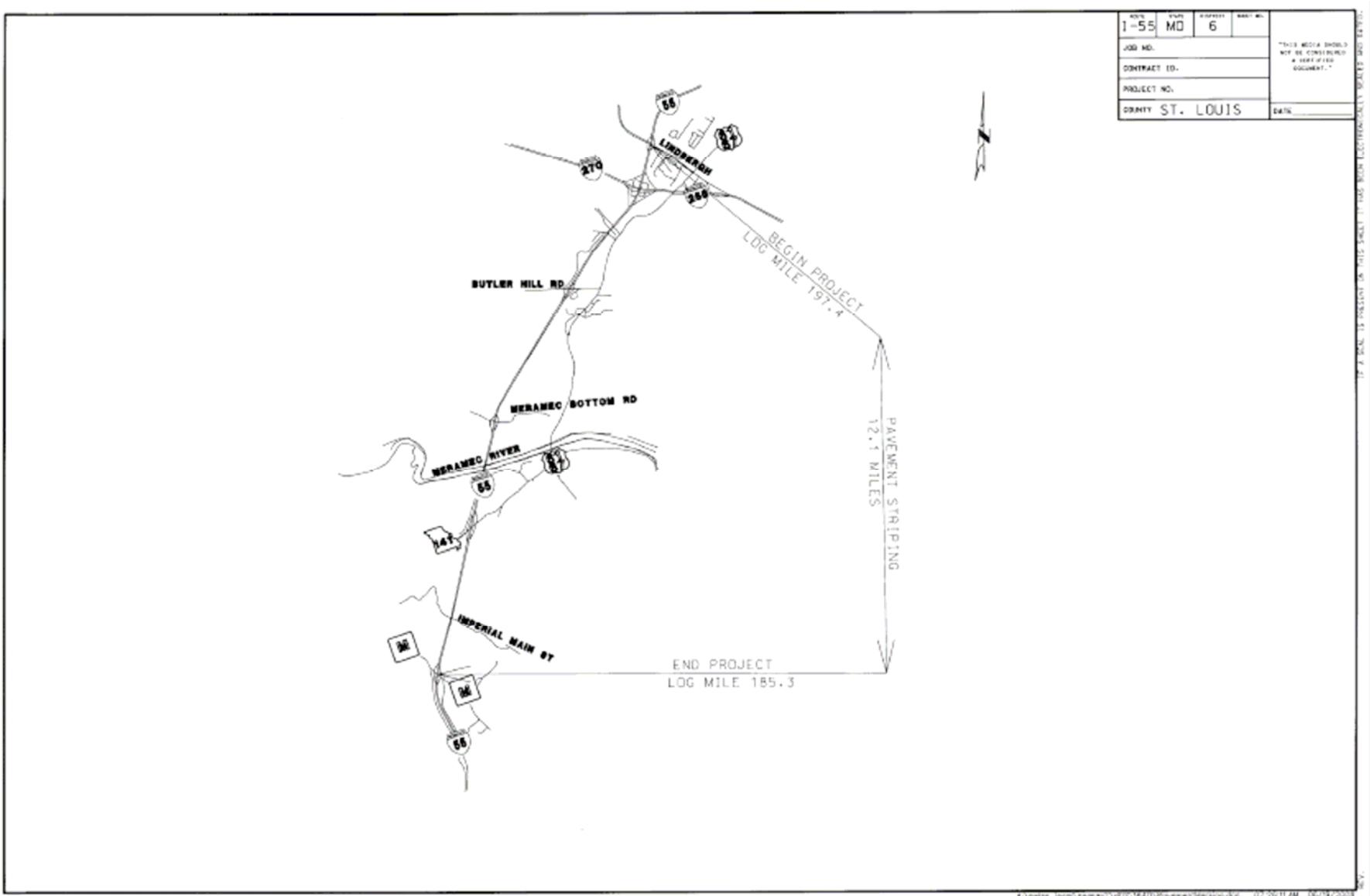


PROJECT NO. 141	DISTRICT MO	SHEET NO. 6	SHEET TOTAL
JOB NO.			*THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.*
CONTRACT NO.			
PROJECT NO.			
COUNTY ST. LOUIS			
DATE			

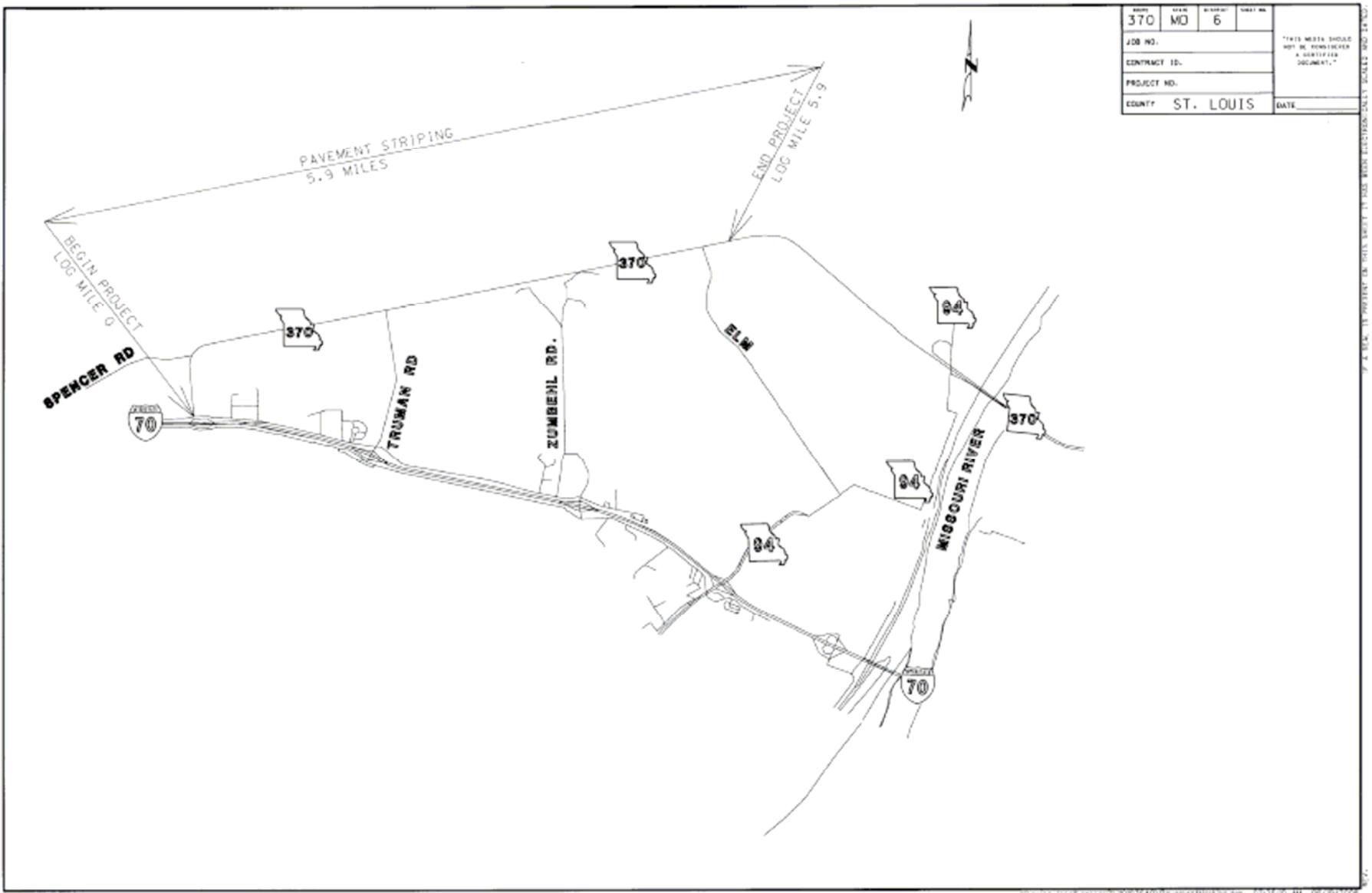
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SCALED AND SAVED.

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# Attachment A - District 6 St. Louis Area



# Attachment A - District 6 St. Louis Area



# Attachment B

## Estimated Quantities, Kansas City Area

### MISSOURI DEPARTMENT OF TRANSPORTATION

SUMMARY OF QUANTITIES										
ROUTE	DIRECTION	TMS LOG POINT START (DESCRIPTION)	TMS LOG POINT END (DESCRIPTION)	6" SOLID WHITE (LF)	6" INTER. WHITE (LF)	6" SOLID YEL. (LF)	6" INTER. YEL. (LF)	12" SOLID WHITE (LF)	PAVEMENT TYPE	REMARKS
MO 291	North	12.471 ( Jackson County Line)	16.962 (US 50)	27,823	5,929	25,713	0	880	CONCRETE	
MO 291	South	32.455 (US 50)	36.734 (Jackson County Line)	26,914	5,649	24,594	0	880	CONCRETE	
I-70	East	15.455 (I-470)	20.389 (MO 7)	35,292	13,026	33,052	0	3,960	CONCRETE	
I-70	West	231.114 (MO 7)	236.053 (I-470)	35,318	13,039	33,078	0	2,640	CONCRETE	
MO 152	East	0.122 (I-435)	16.881 (I-35)	131,508	28,842	119,488	0	13,640	CONCRETE	
MO 152	West	0.017 (I-35)	16.88 (I-435)	131,847	34,580	120,037	0	13,200	CONCRETE	RUMBLE STRIPES (2.268)
US 50	East	12.819 (3rd St.)	28.416 (Johnson County Line)	97,923	20,589	93,353	0	4,400	ASPHALT	
US 50	West	234.037 (Johhson County Line)	249.583 (3rd St.)	93,273	20,521	90,083	0	3,520	ASPHALT	
MO 291	North	16.988 (US 50)	21.065 (I-470)	23,081	4,338	18,351	830	440	ASPHALT	
MO 291	South	28.257 (I-470)	31.603 (US 50)	22,557	4,417	18,667	830	880	ASPHALT	RUMBLE STRIPES (0.739)
US 71	North	190.995 (75th St.)	198.632 (I-70)	59,644	20,162	54,324	0	7,480	CONCRETE	
US 71	South	118.279 (I-70)	126.137 (75th St.)	62,071	20,746	55,491	0	7,040	CONCRETE	
<b>TOTALS</b>				<b>747,251</b>	<b>191,838</b>	<b>686,231</b>	<b>1,660</b>	<b>58,960</b>		





RTE I-55 NORTHBOUND PAVEMENT MARKING								REMARKS
LOG MILE	LOG MILE	LENGTH (MILES)	# LANES NORTHBOUND	6" WHITE		6" YELLOW	12" WHITE	
				SOLID (FT)	INTERM. (FT)	SOLID (FT)	SOLID (FT)	
185.3	185.4	0.1	3	528	1056	528	400	RP FROM M TO I-55 GORE
185.4	186.4	1	4	5280	15840	5280		
186.4	186.6	0.2	5	1056	4224	1056		RP FROM I-55 TO IMPERIAL MAIN MISC. RP FROM I-55 TO IMPERIAL MAIN
				1380	0	940	800	2 GORE IMPERIAL MAIN
186.6	186.9	0.3	4	1584	4752	1584		MISC. RP FORM IMPERIAL MAIN TO I-54
				800	0	800		RP FORM IMPERIAL MAIN TO I-55
186.9	187.2	0.3	5	1584	6336	1584		
187.2	189.7	2.5	4	13200	39600	13200		RP FORM I-55 TO RICHARDSON MISC. RP FORM I-55 TO RICHARDSON
189.7	189.8	0.1	5	528	2112	528		2 GORE RICHARDSON
				825	0	825	800	MISC. RP FORM RICHARDSON TO I-55
189.8	190.1	0.3	4	1584	4752	1584		RP FORM RICHARDSON TO I-55
				623	0	623		RP FORM RICHARDSON TO I-55
190.1	190.5	0.4	5	2112	8448	2112		RP FROM VOGEL TO I-55
190.5	190.7	0.2	6	1056	5280	1056	400	1 GORE MISC. RAMP FROM VOGEL TO I-55
				2165	1520	2165		
190.7	191.4	0.7	5	3696	14784	3696		RP FORM I-55 TO 141
191.4	191.8	0.4	6	2112	10560	2112		MISC. RP FROM I-55 TO 141
				2000	0	1190	1200	3 GORE 141
191.8	192.2	0.4	4	2112	6336	2112		MISC. RP FROM 141 TO I-55
				1000	640	1000		RP FORM 141 TO I-55
192.2	192.6	0.4	6	2112	10560	2112		
192.6	193	0.4	5	2112	8448	2112		RP FROM I-55 TO MERAMEC BOTTOM RD MISC. RP FROM I-55 TO MERAMEC BOTTOM RD
193	193.2	0.2	6	1056	5280	1056	800	2 GORE MERAMEC BOTTOM RD
				1010	0	815		MISC. RP FROM MERAMEC BOTTOM RD TO I-55
193.2	193.5	0.3	5	1584	6336	1584		RP FROM MERAMEC BOTTOM RD TO I-55
				710	0	710		
193.5	193.6	0.1	6	528	2640	528		
193.6	194.9	1.3	5	6864	27456	6864		RP FROM I-55 TO BUTLER HILL RD MISC. RP FROM I-55 TO BUTLER HILL RD
194.9	195.1	0.2	6	1056	5280	1056	1290	2 GORE BUTLER HILL RD
				1285	210	895		MISC. RP FROM BUTLER HILL RD TO I-55
195.1	195.3	0.2	5	1056	4224	1056		MISC. RP FROM BUTLER HILL RD TO I-55
				485	440	485		MISC. RP FROM BUTLER HILL RD TO I-55
195.3	195.6	0.3	7	1584	9504	1584	3405	8 GORE RP FROM I-55 TO 270/255
								MISC. I-55 & I-270/255 INTERCHANGE
195.6	196.5	0.9	6	4752	23760	4752		RP FROM I-55 TO LINDBERGH MISC. LINDBERGH INTERSECTION
				5690	3900	5690		2 GORE LINDBERGH INTERSECTION
196.5	196.7	0.2	5	1056	4224	1056	820	
				4190	6180	3790		
196.7	197.4	0.7	4	3696	11088	3696		
SUBTOTAL		12.1		86051.0	255770.0	83816.0	9915.0	
REDUCE FOR INTERM. GAPS					63942.5			
PAYTOTALS				149993.5		83816	9915	





## St. Louis area Summary

PAVEMENT MARKING					
ROADWAY	LENGTH (MILES)	6" WHITE		6" YELLOW	12" WHITE
		SOLID (FT)	INTERM. (FT)	SOLID (FT)	SOLID (FT)
RTE 141	10.158	153047.5	209150.4	11355.5	4723
RTE I-55 NORTHBOUND	12.1	86051	255770	83816	9915
RTE I-55 SOUTHBOUND	12.1	88326	254678	83696	10715
RTE 370 WESTBOUND	5.9	35927	70713.9	35567	3885
RTE 370 EASTBOUND	5.9	41207	74458	41047	2555
RTE 364	10	144732	0	139862	16657
SUBTOTAL		549290.5	864770.3	395343.5	48450.0
REDUCE FOR INTERM. GAPS			216192.575		
<b>PAYTOTALS</b>		<b>765483.1</b>		<b>395344</b>	<b>48450.0</b>

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

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

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

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

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

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

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

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

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

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

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_  
 \_\_\_\_\_
  
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_  
 \_\_\_\_\_

### CERTIFICATION

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

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

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_

Title of Person Signing

of \_\_\_\_\_

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**Striping and Striping Warranty**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

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

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

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

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

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

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

(SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

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

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**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**General Performance**

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

**Deliveries**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly

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understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

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

**Applicable Laws and Regulations**

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

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

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- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

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

**Cancellation of Contract**

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

**Bankruptcy or Insolvency**

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

**Inventions, Patents, and Copyrights**

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

**Inspection and Acceptance**

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

**Warranty**

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

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA,

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employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

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

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

**Information and Reports**

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

**Prevailing Wage**

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): St. Louis City, St. Louis County and Kansas City. The General Wage Order #51 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

**Permits, Licenses and Safety Issues**

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

**Award**

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

**Failure to Execute Contract**

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

**Notice to Proceed**

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

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**Delivery – Additional Requirements**

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

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

b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Legal Weights**

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

**Increase or Decrease Quantities**

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

**Temporary Suspension of Work**

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

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Environmental Issues**

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams

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while removing gravel there from.

- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.