

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 2309 Barrett Station Road
 Ballwin, MO 63021

REQUEST NO.	D610-056-RW
DATE	September 16, 2009
PAGE NO.	1
NO. OF PAGES	30

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

10:00 A.M., CST, September 30, 2009

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

Job(s) Location:

**VARIOUS BRIDGE STRUCTURES/ FRANKLIN
 COUNTY, MISSOURI**

BUYER:	Teresa (Terri) Mount, Sr. General Services Specialist	MoDOT web site: http://www.modot.mo.gov/business/contractor_resources/Commodities.htm
BUYER EMAIL:	Teresa.Mount@modot.mo.gov	BUYER TELEPHONE: (314) 301-1431

Description

Rehabilitation of abutment bearings, abutment substructure repair and sealing with a qualified protective coating at multiple bridge structures over I-44 in Franklin County, Missouri. All work to be performed per attached Scope of Work, Drawings 1- 4 are provided for information only purposes.

The completion date for this project is December 31, 2009.

- 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. Please note insurance requirements as indicated in the attached Terms and Conditions.
- c. Prevailing Wage to apply.

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its 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

- submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, 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 30 days after receipt of formal purchase order.

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

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

1.0 Introduction.

1.1 MoDOT wishes to obtain services to perform rehabilitation of abutment bearings, abutment substructure repair and sealing with a qualified protective coating at multiple bridge structures in Franklin County, Missouri. Jacking/supporting of certain bridge units will be necessary in order to perform the required bearing work.

- Bridge A2049 Rte W/IS 44
- Bridge A2089 Denmark Rd/ IS 44
- Bridge L0868 St. Mary's Rd/ IS 44
- Bridge L0896 MO 100/ IS 44

1.2 Questions pertaining to the project may be submitted in writing to the RFB coordinator via email, or fax until 12:00 p.m. September 21, 2009. Questions and answers will be posted as soon as practical or no later than 2:00 p.m. September 24, 2009 on the MoDOT website.

1.3 It is the bidders responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

http://www.modot.mo.gov/business/contractor_resources/Commodities.htm

2.0 Additional Considerations.

2.1 Total Price to remain firm, fixed upon Award and Notice to Proceed.

2.2 Total Price quoted shall be a total bid price to include ALL applicable costs such as, but not limited to fees, permits, fuel cost, traffic control, etc.

2.3 Submit net bid, as cash discounts will not be considered.

2.4 Bid Proposal Guaranty

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 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.

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.

2.5 Visit to Job Site(s) may be done at Bidders discretion, MoDOT personnel will not be required to be present.

3.0 Award.

- 3.1 Award of this bid/quote/proposal will be made on an “All or Nothing” basis using the “lowest and best value ”
- 3.2 In the event of tie low bids, MoDOT reserves the right to establish the method used in determining the award.

4.0 Bid Submission.

4.1 Each bid must be mailed in a sealed package to Ms. Terri Mount General Services Procurement Unit, 2309 Barrett Station Road, Ballwin, MO 63021, or hand-delivered in a sealed package to the General Services Procurement Office located at 2309 Barrett Station Road, Ballwin, MO 63021. 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 2309 Barrett Station Road, no later than **10:00 a.m., CST, September 30, 2009.**

RFB Coordinator:

**Terri Mount, Sr. General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road
Ballwin, MO 63021
PHONE: (314) 301-1431; FAX: (314) 301-1437**

- 4.2 All bids must be received in a sealed package clearly marked “**D610-056-RW “ Bridge Bearing Rehabilitation**”
- 4.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**

5.0 Open Competition/Request for Bid Document.

5.1 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 five (5) working days prior to the official bid opening date.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION.

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the four (4) attachments “Preference in Purchasing Products”, “Missouri Service-Disabled Veteran Business Preference, Identity of Bidder and “Missouri Domestic Product Procurement Act” must be submitted to this office prior to any contract being awarded for this bid.

The Bidder understands that this agreement involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based

on race, color, religion, creed, national origin, sex or age. The contractor or his subcontractors , if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

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 SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Veteran Information

Business Information

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

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

STATE OF _____)

) ss

COUNTY OF _____)

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

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

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

D610-056-RW Bridge Bearing Rehabilitation
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 UPS installation 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.

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.

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

Subcontracting

- d. 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.

- e. 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.
- f. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- d. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

Executive Order

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

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

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

Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance

- 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.

Required Specifications

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

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal 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 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.
- 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.

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):Franklin County. The Annual Wage Order #_16____ 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 value" principle of award.

Failure to Execute Contract

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

Notice to Proceed

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

Delivery – Additional Requirements

- 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**.

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-thousand dollars (\$1000.00) per calendar day, per item**, for each assessable calendar day on which the work 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

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

SCOPE OF WORK- D610-056-RW

Bearing Rehabilitation Multiple Bridge Locations Over IS 44 Franklin County, MO

The intention of this project is to perform rehabilitation of the abutment bearings, abutment substructure repair and sealing with a qualified protective coating at multiple bridge structures in Franklin County. The structure numbers of the bridges involved are: A2049, A2089, L0868 and L0896. Jacking/supporting of certain bridge units will be necessary in order to perform the required bearing work. The cost to furnish any scaffolding, manlifts or any other devices necessary to access the work area shall be completely borne by the contractor. In addition, a list of contractors, producers and suppliers to be utilized on this project shall be submitted to the Engineer prior to use on the project.

Jacking/Supporting: This work will involve furnishing the necessary labor, equipment and materials to jack up and/or support the girders during the bearing extraction, temporary structure support and bearing replacement processes. Live load shall be removed from the structure during the jacking process and until the structure receives proper falsework support. It is required that the jacking process is performed in a uniform manner that will insure proper force distribution so as to not harm the structure. Vertical displacement of the superstructure due to the jacking process shall be monitored and minimized to only the magnitude that is required to extract and reinstall the bearings. Work shall proceed in an expeditious manner in order to minimize the amount of time the structure is under a temporarily supported condition.

Falsework: The responsibility for the design and construction of any jacking materials/equipment and falsework required to support the girders during the repair process rests solely with the contractor. The design shall insure that the falsework be capable of supporting all applicable dead loads, any contributed live load including impact from staged traffic handling and any construction loads. The design shall also provide an adequate factor of safety when selecting the temporary support members. The falsework design and jacking detail, including detailed computations shall be signed, sealed and stamped by a registered professional engineer in the State of Missouri and shall be submitted to the Engineer prior to the commencement of work. All costs involved with adherence to these requirements shall be borne solely by the contractor. Original plan sheets have been supplied to aid in identification of structural components. These plan sheets have been furnished for informational purposes only and it is the contractor's responsibility to field verify the accuracy of these documents.

Supporting the Superstructure: The contractor shall exercise caution when supporting the existing structural steel. Temporary timber supports (bearing stiffeners) at a minimum shall be placed between girder flanges at each jacking location. Before commencing operations, the contractor shall submit to the Engineer, the method and sequence of operation proposed in performing this work. The supporting operation shall be done only when authorized, but such authorization does not relieve the contractor of responsibility for the safety of the operation or for damage to the structure. Any noted damage that occurs during the performance of any of the work tasks necessary to complete the work described in this quotation shall be repaired at the contractor's expense. All costs involved with adherence to these requirements shall be borne solely by the contractor.

Bearing Work: The bearing rehabilitation work involved with this project consists of extraction, blast cleaning, containment and proper disposal of any lead based paint chips and residue, application of System G coating components, bearing lubrication and re-installation of bearings to proper grade. In addition, shimming may be required to maintain the appropriate grade of reinstalled bearings if portions of the bearing assembly realize significant section loss upon blast cleaning. The location of shims will be as determined by the Engineer and may be dependent upon the amount and location of section loss. Shims, if necessary, shall be structural carbon steel ASTM A709 Grade 36. Prior to bearing disassembly, each component shall be number matchmarked on the ends with a steel stencil to coincide with all other components for each particular bearing to aid in reassembly and assure that original assemblies are matched up properly. A MoDOT certified welding operator shall perform any welding to be performed in the completion of described bearing work.

All bearing cleaning shall take place in an environment that will produce full containment of paint chips and particles. The contained residue will then be collected and disposed of in manners consistent with all environmental regulations and specifically as listed in Section 1081 of the Missouri Standard Specifications. All recycling certificates shall be forwarded to the Engineer. Any off-site cleaning shall be approved by the Engineer prior to work performance. The contractor will be responsible for all labor, equipment and materials necessary to complete the described work and comply with all local, state and federal environmental regulations regarding treatment of the removed paint system. Listed below are contacts from MoDOT's Environmental section as well as approved smelters and hazardous waste treatment, storage and disposal facilities:

Bridge No.	Existing Paint System	Lead Based
A2049	System S over System A	Yes
A2089	System S over System A	Yes
L0868	System S over System A	Yes
L0896	System S over System A	Yes

Environmental Section may be contacted at the below address or phone number. The Missouri Department of Health may be contacted at 573-751-6102.

- (a) MoDOT - Design Division - Environmental Section
 PO Box 270
 105 W Capitol Ave, Jefferson City, MO 65102
 Parcel Delivery: 1320 Creek Trail Drive, Jefferson City, MO 65109
 Telephone (573) 526-4778

The following are the approved smelters and hazardous waste treatment, storage and disposal facilities:

- (a) Doe Run Company-Resource Recycling Division-Buick Facility
 Highway KK
 Boss, MO 65440
 Telephone 573-626-4813
- (b) Doe Run Company-Herculaneum Smelter
 881 Main Street
 Herculaneum, MO 63048
 Telephone 314-993-3164

Once the appropriate level of cleaning and paint preparatory work has been achieved and bearing(s) approved for coating, a three coating System G scheme shall be applied to all surfaces of each bearing and related components or as specified by the Engineer. All facets of paint preparation and coating application shall conform to specification as listed in Missouri Standard Specifications Section 1081. All material certifications shall be furnished to the Engineer prior to use of material. The contractor will be responsible for all labor, equipment and materials necessary to complete the described work.

Once the bearings have been coated and are approved for reassembly, they shall be lubricated at points of movement as designated by the Engineer, with an approved material prior to reinsertion into the bridge. DeNovus E-2400 or an approved equal may be utilized.

Substructure Repair (Formed or Unformed): Substructure repair shall be performed prior to abutment sealing. MoDOT will be responsible for marking the repair area limits at all locations. Any enlarging of repair areas shall be approved by the Engineer prior to patching. Quantities as listed are estimates and will be refined in the field. These quantities may be adjusted up or down. All work shall be completed as noted in Missouri Standard Specification 704. A list of rapid setting patch materials as required for unformed substructure repair types may be acquired on the MoDOT web site.

Abutment Sealing: Concrete sealing shall be with a MoDOT approved urethane sealer, a list of which can be obtained from the MoDOT website. The Construction and Material requirements will conform to the MoDOT Standard Specifications as listed in Sections 711.3.1 and 1059 respectively. The limits of sealing will include the entire front face of the abutment backwall, the interior and front faces of curtain walls, the bearing beam surface and 18" below the bearing surface on the front face of the bearing beam. The contractor shall field check the site to verify quantities of material required to perform the work. Application rate and procedures for preparation shall be per the manufacturers recommendation or as listed in the MoDOT specification as a minimum.

Traffic Control: All traffic control necessary for the performance of the required work shall be the contractor's responsibility and shall be in accordance with the current standard MUTCD and MoDOT procedures. The contractor shall furnish a Traffic Control Plan in writing to the Engineer for approval prior to implementation of any lane or shoulder closures. No traffic control measures shall be placed without approval from the Engineer.

Parking or storage of equipment and materials less than 30 ft from driving lanes is prohibited unless located in a properly protected area, an off-site storage area or as directed by the Engineer.

Job Schedule: The completion date for this project is December 31, 2009. The intent of this job is to as quickly as possible complete the work items as specified in this scope in order to minimize traffic disruptions. The contractor is expected to diligently pursue work completion with a consistent effort once it is initiated. Liquidated damages in the amount of \$1,000 per day will be assessed for each and every day project completion falls beyond the date specified.

Pay Items: Payment for work items has been separated by individual structure in order to allow for contractor invoicing as all of the items for an individual structure are completed in their entirety, if the contractor so chooses. Partial payment will not be made for materials, equipment or for some or portions of items as they are completed for a particular structure. All materials incorporated into this project (paint, sealer, steel components, etc.) shall be chosen from the MoDOT approved products list from a MoDOT approved producer/supplier. All certifications for materials shall be provided to the Engineer prior to incorporation of the materials into the

project. The item “Shim Bearings” shall be paid per each for each required bearing location regardless of the number of shims needed to attain initial grade.

A2049 (Rte W/IS 44):

Jack and Support Bridge (@ Abutments):	1 Lump Sum
Extract and Reinstall Bearings	10 each
Blast Clean Bearings	10 each
Paint Bearings (& Shims if Necessary) – 3 coat System G	10 each
Lubricate Bearings	10 each
Shim Bearings (per bearing location)	10 each
Mobilization	1 Lump Sum
Substructure Repair (Formed)	10 s.f.
Substructure Repair (Unformed)	10 s.f.
Protective Coating – Concrete Bents & Piers (Urethane)	1 Lump Sum

A2089 (Denmark Rd/IS 44):

Jack and Support Bridge (@ Abutments):	1 Lump Sum
Extract and Reinstall Bearings	8 each
Blast Clean Bearings	8 each
Paint Bearings (& Shims if Necessary) – 3 coat System G	8 each
Lubricate Bearings	8 each
Shim Bearings (per bearing location)	8 each
Mobilization	1 Lump Sum
Substructure Repair (Formed)	10 s.f.
Substructure Repair (Unformed)	10 s.f.
Protective Coating – Concrete Bents & Piers (Urethane)	1 Lump Sum

L0868 (St. Mary’s Rd/IS 44):

Jack and Support Bridge (@ Abutments):	1 Lump Sum
Extract and Reinstall Bearings	8 each
Blast Clean Bearings	8 each
Paint Bearings (& Shims if Necessary) – 3 coat System G	8 each
Lubricate Bearings	8 each
Shim Bearings (per bearing location)	8 each
Mobilization	1 Lump Sum
Substructure Repair (Formed)	10 s.f.
Substructure Repair (Unformed)	10 s.f.
Protective Coating – Concrete Bents & Piers (Urethane)	1 Lump Sum

L0896 (MO 100/IS 44):

Jack and Support Bridge (@ Abutments):	1 Lump Sum
Extract and Reinstall Bearings	8 each

Blast Clean Bearings	8 each
Paint Bearings (& Shims if Necessary) – 3 coat System G	8 each
Lubricate Bearings	8 each
Shim Bearings (per bearing location)	8 each
Mobilization	1 Lump Sum
Substructure Repair (Formed)	30 s.f.
Substructure Repair (Unformed)	30 s.f.
Protective Coating – Concrete Bents & Piers (Urethane)	1 Lump Sum

PRICING PAGE (1)
D610-054-RW Bridge Bearing Rehabilitation

QTY	Unit of Measure	Bridge A2049 Rte W/IS 44	Unit Cost	Extended Cost
1	Lump Sum	Jack and Support Bridge at Abutments		
10	Ea	Extract and Re-install Bearings		
10	Ea	Blast Clean Bearings		
10	Ea	Paint Bearings (and Shims if necessary)-3 coat System G		
10	Ea	Lubricate Bearings		
10	Ea	Shim Bearings (per bearing location)		
10	SF	Substructure Repair (Formed)		
10	SF	Substructure Repair (Unformed)		
1	Lump Sum	Protective Coating- Concrete Bents & Piers (Urethane)		
1	Lump Sum	Mobilization		
		TOTAL COST		

SIGNATURE: _____

DATE: _____

COMPANY: _____

PRICING PAGE (2)
D610-054-RW Bridge Bearing Rehabilitation

QTY	Unit of Measure	Bridge A2089 Denmark Rd /IS 44	Unit Cost	Extended Cost
1	Lump Sum	Jack and Support Bridge at Abutments		
8	Ea	Extract and Re-install Bearings		
8	Ea	Blast Clean Bearings		
8	Ea	Paint Bearings (and Shims if necessary)-3 coat System G		
8	Ea	Lubricate Bearings		
8	Ea	Shim Bearings (per bearing location)		
10	SF	Substructure Repair (Formed)		
10	SF	Substructure Repair (Unformed)		
1	Lump Sum	Protective Coating- Concrete Bents & Piers (Urethane)		
1	Lump Sum	Mobilization		
		TOTAL COST		

SIGNATURE: _____

DATE: _____

COMPANY: _____

PRICING PAGE (3)
D610-054-RW Bridge Bearing Rehabilitation

QTY	Unit of Measure	Bridge L0868 St. Mary's Rd / IS 44	Unit Cost	Extended Cost
1	Lump Sum	Jack and Support Bridge at Abutments		
8	Ea	Extract and Re-install Bearings		
8	Ea	Blast Clean Bearings		
8	Ea	Paint Bearings (and Shims if necessary)-3 coat System G		
8	Ea	Lubricate Bearings		
8	Ea	Shim Bearings (per bearing location)		
10	SF	Substructure Repair (Formed)		
10	SF	Substructure Repair (Unformed)		
1	Lump Sum	Protective Coating- Concrete Bents & Piers (Urethane)		
1	Lump Sum	Mobilization		
		TOTAL COST		

SIGNATURE: _____

DATE: _____

COMPANY: _____

PRICING PAGE (4)
D610-054-RW Bridge Bearing Rehabilitation

QTY	Unit of Measure	Bridge L0896 MO 100/IS 44 Description	Unit Cost	Extended Cost
1	Lump Sum	Jack and Support Bridge at Abutments		
8	Ea	Extract and Re-install Bearings		
8	Ea	Blast Clean Bearings		
8	Ea	Paint Bearings (and Shims if necessary)-3 coat System G		
8	Ea	Lubricate Bearings		
8	Ea	Shim Bearings (per bearing location)		
30	SF	Substructure Repair (Formed)		
30	SF	Substructure Repair (Unformed)		
1	Lump Sum	Protective Coating- Concrete Bents & Piers (Urethane)		
1	Lump Sum	Mobilization		
		TOTAL COST		

SIGNATURE: _____

DATE: _____

COMPANY: _____

PRICING PAGE SUMMARY
D610-054-RW Bridge Bearing Rehabilitation

Bridge L0896 MO 100/IS 44 Description	Extended Cost
Bridge A2049 Rte W/IS 44	
Bridge A2089 Denmark Rd /IS 44	
Bridge L0868 St. Mary's Rd / IS 44	
Bridge L0896 MO 100/IS 44	
TOTAL PROJECT COST	

SIGNATURE: _____

DATE: _____

COMPANY: _____