

BID FORM      **MISSOURI DEPARTMENT OF TRANSPORTATION**  
**GENERAL SERVICES PROCUREMENT**  
830 MoDOT Drive (physical address, zip code 65019)  
P.O. Box 270 (mailing address, zip code 65102)  
Jefferson City, MO

REQUEST NO.	9-141107BR		
DATE	October 20, 2014		
PAGE NO.	1	NO. OF PAGES	20

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE IN JEFFERSON CITY, MO, UNTIL

**2:00 p.m., Local Time, Friday, November 07, 2014**

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

Jackson and Kewanee, MO

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

**BUYER:** Beth Rodeman  
**BUYER EMAIL:**  
Elizabeth.Rodeman@modot.mo.gov

**BUYER TELEPHONE:** 573-526-2744

**Jackson and Kewanee Pole Barn Projects**

The purpose of this Request for Bid (RFB) is to establish a contract for the construction of **pole barns** located at 200 State Highway 5, Jackson, MO, and Route W, 0.2 Miles West of Route 61, Kewanee, MO, with an effective date of Notice to Proceed.

The completion date for each project shall be within forty (40) working days after Notice to Proceed, in accordance with the following pages and as directed by the Facility Operations Supervisor. MoDOT may elect, at its discretion, to issue the Notice to Proceed for each of these projects concurrently.

**Prevailing wage** as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by MoDOT. MoDOT reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding.

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

**Note:** It is the sole responsibility of the Bidder to check for any and all addendums throughout the bid process.

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Is your firm MBE certified?**       Yes       No

**Is your firm WBE certified?**       Yes       No

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Terms & Conditions (Attached)

PROVIDED AS SEPARATE ATTACHMENTS:

Annual Wage Order #21, Incremental Increase #4 for Cape Girardeau and New Madrid County

Exhibit E - Jackson and Kewanee Pole Barn Specifications, Division 1-16

Exhibit F – Jackson, MO, Project Drawings

Exhibit G –Kewanee, MO, Project Drawings

00100

INVITATION TO BID

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Introduction.
- B. General Information.

1.2 INTRODUCTION

- A. This RFB seeks bids from qualified organizations to provide the construction of **pole barns** located in Jackson, MO 63755, and Kewanee, MO 63869, to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT).
- B. Each bid must be on the forms provided herein, properly signed and with all items completed. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid(s).
- C. Each Bid must be in a sealed envelope. The envelope should bear the title of the work, the name of the Bidder, and the date and hour of the bid opening. The Bidder should submit only the original signed bid document. The bid must be mailed or delivered by courier to the buyer at the below listed address, and must be received by the buyer on or before the date and time listed herein for receipt of bids. It is the sole responsibility of the Bidder to see that the bid is received on time.

**BUYER:**

Beth Rodeman, General Services Specialist  
Missouri Department of Transportation, General Services  
830 MoDOT Drive (physical address, zip 65019)  
P.O. Box 270 (mailing address, zip 65102)  
Jefferson City, MO  
PHONE: 573-526-2744  
FAX: 573-526-1218  
EMAIL: [elizabeth.rodeman@modot.mo.gov](mailto:elizabeth.rodeman@modot.mo.gov)

- D. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- E. Bid forms, addendums, responses to questions and additional information may be electronically downloaded at no charge from MoDOT's website at:  
[http://modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

1.3 GENERAL INFORMATION:

- A. This document constitutes an invitation for competitive, sealed bids for the procurement of the construction of **pole barns** as set forth herein.

B. NEWSPAPER ADVERTISEMENT:

**Notice to Contractors**

MoDOT will receive bids at its General Services, Procurement Section, 830 MoDOT Drive, PO Box 270, Jefferson City, MO, until 2:00 p.m., local time, November 7, 2014, to construct pole barns located in Jackson, MO 63755, and/or Kewanee, MO 63869, RFB # 9-141107BR. Download plans and forms at no charge from [http://contribute.modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm), or contact Beth Rodeman at 573-526-2744 or [elizabeth.rodeman@modot.mo.gov](mailto:elizabeth.rodeman@modot.mo.gov).

**END OF SECTION**

00200

**BIDDER REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Definitions
- B. Scope of Work
- C. Location 1 Requirements
- D. Location 2 Requirements
- E. Examination of Documents and Site of Work
- F. Proof of Competency of Bidder
- G. Insurance Requirements
- H. Liquidated Damage Requirements
- I. Contract/Purchase Order
- J. Invoicing and Payment Requirements
- K. Submittals
- L. Work Quality
- M. Change Orders
- N. Quality Management Oversight
- O. Hold Points

1.2 DEFINITIONS

- A. Architect/Engineer/Designer: When the term "Architect or Engineer or Designer" is used herein, it shall refer to Larry Carver, Sr. General Services Specialist, MoDOT, 573-526-7934.
- B. MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Paul Huskey, Facility Operations Supervisor in the Southeast District, 573-472-5216 (Office), 573-380-8470 (Cell).
- C. Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

1.3 SCOPE OF WORK

- A The Bidder(s) shall provide and construct a pre-engineered pole structure(s) having nominal dimensions of 150' wide x 50' deep x 16'-4" eave height that has metal roof and metal siding with partial concrete floor, garage doors, mechanical and electrical on MoDOT leveled site, in accordance with the provisions and requirements stated herein.
- B The Bidder shall provide all deliverables/services to the sole satisfaction of MoDOT.
- C MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid, unit prices will govern.
- D If awarded any portion of this work, the Bidder shall furnish at his own expense all labor material, labor, facilities, equipment, and supplies 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 Bidder in performance of the work.
- E Within 30 calendar days after the execution of the contract, a "Notice to Proceed" will be issued by MoDOT. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Bidder can start work and will also include the completion dates. These dates will be in accordance with the dates shown in the bid.

1.4 LOCATION 1, JACKSON, MO, REQUIREMENTS

- A. Specific Requirements for Location 1, Jackson, MO: The Bidder shall provide MoDOT with a pole barn at the below location 1 address:

Location 1  
Jackson, MO 63755  
200 State Highway 5  
Cape Girardeau County

- B. Required Specifications: The Bidder shall provide MoDOT with a pole barn in accordance with the following:

1. All materials, equipment, and/or services bid upon must comply with the MoDOT Specification at Exhibit E, Drawings at Exhibit F and any other provisions outlined in the solicitation documents.

1.5 LOCATION 2, KEWANEE, MO, REQUIREMENTS

- A. Specific Requirements for Location 2, Kewanee, MO: The Bidder shall provide MoDOT with a pole barn at the below location 2 address:

Location 2  
Kewanee, MO 63869  
Route W, 0.2 Miles West of Route 61  
New Madrid County

- B. Required Specifications: The Bidder shall provide MoDOT with a pole barn in accordance with the following:

1. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification at Exhibit E and Drawings at Exhibit G and any other provisions outlined in the solicitation documents including but not limited to the following addendum to the drawings:

1.6 EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each Bidder shall examine the drawings carefully, read the specifications and all other proposed contract documents, and visit the site of the work. Each Bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work, as set forth in the proposed contract documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the Bidder has made such examination.

- B. 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 the state. The Bidder will comply with local laws involving safety in the prosecution of the work.

1.7 PROOF OF COMPETENCY OF BIDDER

- A. A Bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

1.8 INSURANCE REQUIREMENTS

- A. The Bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the Bidder.

1.9 LIQUIDATED DAMAGE REQUIREMENTS

- A. The Bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and enforcement of liquidated damages.

1.10 CONTRACT/PURCHASE ORDER

- A. 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 successful Bidder to whom the contract is awarded and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Bidder 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.

1.11 INVOICING AND PAYMENT REQUIREMENTS

- A. The Bidder shall submit an itemized invoice utilizing MoDOT form FM07 A-D which will be provided by MoDOT upon award, and in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.
- B. The Bidder shall understand and agree MoDOT reserves the right to make contract payments to the Bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each Bidder invoice must contain a unique invoice number. The invoice number will be listed on the state’s Vendor Payment Website to enable the Bidder to properly apply state payments to invoices. The Bidder must comply with all other invoicing requirements stated in the RFB.
- C. The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- D. Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- E. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- F. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

1.12 SUBMITTALS

- A. Review of Submittals: The Architect/Engineer/Designer review of submittals is only for the limited purpose of checking for conformance with information given and ensuring that they conform to design intent. The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager’s review does not relieve the Bidder of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

### 1.13 WORK QUALITY

- A. Inspection of Work: The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the Bidder shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the Bidder shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the Bidder.
- B. Defective Work: All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Bidder at its expense. If the Bidder fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the Bidder under this contract.
- C. Warranty: The Bidder shall provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.
- D. Bidder's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the Bidder. The Bidder shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- E. Preservation of Utilities and Monuments: The Bidder shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The Bidder shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.
- F. Cooperation with Other Contractors: The Bidder shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The Bidder will be required to remove all debris from the Commission's property.
- H. Temporary Suspension of Work: The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the Bidder to comply with any of the provisions of the contract. The Bidder may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated

representative, however, if the suspension is because of the Bidder's failure to comply to any of the provisions of the contract, the Bidder shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the Bidder shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the Bidder shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

#### 1.14 CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the Bidder has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the Bidder's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the Bidder's expense.
- B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the Bidder or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any Bidder or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
- C. Bidder's Procedure for Claims. If the Bidder considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the Bidder shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by Bidder to provide necessary inspection and for keeping strict account of actual cost, the Bidder agrees to waive any claims for additional compensation. Notice by the Bidder, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The Bidder shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
  - 1. If the claim is against the MHTC, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.
  - 2. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
  - 3. All claims filed with the MHTC's Secretary will be forwarded to MoDOT's Claims Committee.

#### 1.15 QUALITY MANAGEMENT OVERSIGHT

- A. MoDOT will not provide daily inspection and quality assurance on this project, therefore the Bidder must provide quality management oversight.
- B. Quality management oversight gives the Bidder the primary role and responsibility for incorporating quality assurance into the project from start to finish.

- C. MoDOT staff will be available for hold point inspections at the times established in the project schedule. The inspections may be rescheduled as needed, but a minimum 24-hour advance notification from the Bidder is required unless otherwise approved by the MoDOT Inspector.

1.16 HOLD POINTS

- A. Hold Points are events that require approval prior to continuation of work. Hold Points occur at definable stages of work or progress phases when succeeding work depends on acceptance of the proceeding work.
- B. The Hold Points for this project are as follows:
  - 1. Inspect building layout (Staking and Grading), post footing excavations (postholes), Inspect any/all trenches or subterranean work at any time during construction process
  - 2. Inspect pole installation for alignment and plumb. May require multiple visits depending on how many poles are installed in one work setting.
  - 3. Inspect rough in utilities, conduit, subgrade, base course and reinforcements
  - 4. Inspect concrete mix/placement, ensure contractor complies with concrete mix testing requirements, inspect concrete joints (if Soff-cut saw used) and finish work. If Soff Cut not used, contractor shall cut and be inspected within 72 hours of concrete finish work.
  - 5. Inspect wall girt, door framing, blocking and header installation. Inspect truss, purlin, roof framing, and any additional wood framing, connections, and fasteners prior to installation of sheathing, exterior metal roof or walls.
  - 6. Inspect mechanical and electrical service rough in
  - 7. Inspect exterior roofing metal and trim. Inspect interior wall metal and trim installation. Inspect exterior wall and trim installation. \* Inspect poly foam spray insulation if required
  - 8. Inspect overhead and pedestrian doors, mechanical finish work, and electrical finish work
  - 9. Inspect final site grade work to include drainage, seeding, mulching, and backfilling against building, concrete aprons and sidewalks
  - 10. Conduct punch list inspection
  - 11. Conduct final inspection following punch list corrections.
- C. This hold-point listing states the minimum inspections required. MoDOT is not limited to the inspections stated if the contractor requests or needs more inspections performed or are deemed necessary to ensure IBC or other building codes are met.

**END OF SECTION**

**BID SUBMISSION****PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Bid Submission Information.
- B. Final Checklist Before Submitting Bid
- C. Exhibit A - Vendor Information and Preference Certification Form
- D. Exhibit B - Anti-Collusion Statement
- E. Exhibit C & D - Annual Worker Eligibility Verification Affidavit (Submit one (1))

## 1.2 BID SUBMISSION INFORMATION

- A. All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".
- B. The Bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- C. Open Competition / Request For Bid Document:
  - 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 three (3) working days prior to the official bid opening date.
  - 2. Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all Bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
  - 3. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - 4. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Bidders, price-fixing by Bidders, or any other anticompetitive conduct by Bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- D. Bid Guaranty/Contract Bond: The Bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding Bid Guaranty/Contract Bond requirements.
- E. Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- F. Contract Award: The contract will be awarded to the lowest responsive Bidder determined as specified above.
  - 1. Award of this bid will be made on an "Item by Item" basis using the "lowest and best" principle of award.
  - 2. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all Bidders to check the website for bid results.

1.3 **FINAL CHECKLIST BEFORE SUBMITTING BID:**

- \_\_\_\_\_ 1. Complete the Bid Form by filling in the total dollar amount(s) of the bid(s); listing any addenda which may have been issued; filling in the dollar amount of the Bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual Bidder, joint adventurer, or corporation.
- \_\_\_\_\_ 2. Submit Bid Bond executed by the Bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- \_\_\_\_\_ 3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- \_\_\_\_\_ 4. Complete the Vendor Information and Preference Certification Form.
- \_\_\_\_\_ 5. Complete the form that is applicable to your company. Either the:  
Exhibit C - ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations)  
**or the**  
Exhibit D - APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
- \_\_\_\_\_ 6. If addenda(s) are issued attach signed copies to the back of the bid package.

**Exhibit A**

**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**

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

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  <b>Phone #:</b>  Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width:33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width:33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

**Preference Certification**

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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business







00301

**BID FORM**

To: The Missouri Highway and Transportation Commission  
PO Box 270  
Jefferson City, MO 65102

**Location #1**

Jackson, MO 63755  
200 State Highway 5  
Cape Girardeau County

**Location #2**

Kewanee, MO 63869  
Route W, 0.2 Miles West of Route 61  
New Madrid County

- The undersigned, having examined the proposed Contract Documents titled: **9-141107BR – Jackson and Kewanee Pole Barn Projects** and having visited **Location #1** site at 200 State Highway 5 in Jackson, MO, and **Location #2** at Route W, 0.2 Miles West of Route 61 in Kewanee, MO, and having examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

Location #1 – Jackson, MO \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

Location #2 – Kewanee, MO \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

**Note: Awards will be made on an Item by Item basis. Bidders may bid on only one or both pole barns.**

- The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
- The undersigned acknowledges receipt of Addenda number \_\_\_\_\_ through \_\_\_\_\_ inclusive.
- Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

**IF AN INDIVIDUAL**

\_\_\_\_\_  
Name of individual

\_\_\_\_\_  
Residence address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Firm Name, If Any

\_\_\_\_\_  
Address for communications

\_\_\_\_\_  
Signature

**IF A PARTNERSHIP**

_____	(State Name and Residence Address of All Partners)
Name of Partnership	_____
_____	_____
Partner	Residence Address
_____	_____
Partner	Residence Address
_____	_____
_____	Federal Tax I.D. Number
_____	_____
Address for Communications	Signature of Either Partner
_____	_____
Telephone Number	

**IF A CORPORATION**

_____	Incorporated under the laws of the
Name of Corporation	State of _____
_____	Corporate License No. _____
Name and Title of Officer	(If a corporation organized in a state other than
_____	Missouri, attach Certificate of Authority to do
Signature of officer	business in the State of Missouri.)
_____	_____
_____	Federal Tax I.D. Number
_____	(ATTEST)
Address for Communications	_____
_____	(SEAL) Secretary
Telephone Number	

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

**END OF SECTION**

00430

**SUBCONTRACTOR LISTING**

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS  
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID FORM

\_\_\_\_\_

by \_\_\_\_\_

**END OF SECTION**



**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices bid, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

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

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

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

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

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

**Non-Waiver**

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

**Indemnification**

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

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

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

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

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

**Bid Guaranty/Contract Bond**

- 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.
- 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 bid 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.

**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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Construction Safety Program**

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

**Prevailing Wage**

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid 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): **Cape Girardeau and New Madrid**. The **Annual Wage Order # 21, Incremental Increase #4** is attached to the bid documents
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**Temporary Suspension of Work**

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

**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 \$500.00 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.
- c. 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

- d. 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**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

**Missouri Highways and Transportation Commission**  
**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**

**Time of Completion**

If this bid is accepted, it is hereby agreed that work on each project will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **40 working days** from the date specified. MoDOT may elect, at its discretion, to issue the Notice to Proceed for each of these projects concurrently. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

**A Working Day**

Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.

**Personal Protective Equipment**

- a. All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.
- b. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
  - 1) **Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
  - 2) **Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
  - 3) **Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
  - 4) **Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.