# MISSOURI

# HIGHWAYS and TRANSPORTATION

# COMMISSION

JEFFERSON CITY, MISSOURI

# BID

OF

Name_____

_____

Address_____

FOR
CONSTRUCTING OR IMPROVING

**District-6**
**Traffic Management Center**
**HVAC Upgrade**
**Chesterfield, Missouri**

**9-080814**

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**BIDDER CHECKLIST**

**FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL**

_____1. The orange bound Request for Proposal includes a complete set of bidding forms, specifications, and appendices which are made part of the proposal by reference. It is for the bidders information and convenience only and is not to be returned with the proposal.

_____2. The blue bound Proposal contains a complete set of bidding forms only. It is to be completed, executed and submitted in a sealed envelope marked **" District-6 HVAC Upgrade – Chesterfield, Missouri"**

_____ a. Complete the Bid Form by filling in the total dollar amount of the bid; 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.

_____ b. Submit Bid Bond executed by the bidder and surety. The bidder may use the Bid Bond furnished by the Commission or AIA Document A310 or approved equivalent or attach cashier's check to Bid Bond form. Personal checks are not accepted.

_____ c. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.

_____ d. Complete Certification Regarding Missouri Domestic Products Procurement Act section, if applicable.

_____3. If addenda are issued attach to the back of the blue bound Proposal. Copy addenda and add to the appropriate section of the orange bound Request for Proposal and retain for your records.

**NEWSPAPER ADVERTISEMENT**

**Notice to Contractors**

Bids for **"HVAC Upgrade – Chesterfield, MO"** will be received by the MO Dept. of Transportation at its One Stop Central Office, 1320 Creek Trail Drive, PO Box 270, Jefferson City, MO until 1:00 P.M., August 14, 2008. Contact Clayton Hanks at 573-522-9565 or Clayton.Hanks@modot.mo.gov to obtain plans, forms, and information or download them at no charge from http://modot.org/business/contractor_resources/FacilitiesConstructionandMaintenance.htm. A **mandatory** pre-bid conference is scheduled for August 6, 2008, at the Transportation Management Center 14301 S. Outer Rd., Chesterfield MO, at 10:00 A.M.

**SECTION 00020**

**INVITATION TO BID**

Notice is given hereby that the Missouri Department of Transportation will accept bids for construction of the proposal marked **" District-6 HVAC Upgrade – Chesterfield, Missouri"**, according to Drawings and Specifications, and described in general as:

**The St. Louis Area District-6 Traffic Management Center heating, ventilation, and air conditioning upgrade.**

Sealed bids will be received by the Missouri Department of Transportation **until 1:00 P.M., August 14, 2008**. Bids delivered by US Mail should be mailed to: Missouri Highways and Transportation Commission, Attention: Bid/Bid Bond, P.O. Box 270, Jefferson City, MO 65102. Bids delivered by parcel delivery services, (such as UPS, Fed Ex, DHL, etc), should be shipped to Missouri Highways and Transportation Commission, Attention: Bid/Bid Bond, 1320 Creek Trail Drive, Jefferson City, MO 65109.

Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted.

Bidders may secure copies of the Proposal, contract forms, specifications, plans and information from **One Stop Facility located at 1320 Creek Trail Drive, P.O. Box 270, Jefferson City, MO 65102.**

Prevailing wages as established by the Missouri Department of Labor and Industrial Relations, for **St. Louis County,** as shown in the Proposal, will apply.

Bid securities in the amount of 5% of the bid will be required to accompany bids.

Proposals must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. **No bid may be amended or withdrawn after the bid is opened.**

A **mandatory** pre-bid conference is scheduled for August 6, 2008, at the District 6, Transportation Management Center 14301 S. Outer Rd., Chesterfield MO, at 10:00 A.M.

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

_____

Building Design Supervisor

## SECTION 00100

## INSTRUCTIONS TO BIDDER

1. SCOPE OF WORK

**The St. Louis Area District-6 Traffic Management Center heating, ventilation, and air conditioning upgrade per drawings and specifications contained herein.**

2. BID FORM

In order to receive consideration, bids must be made in strict accordance with the following.

A. Make bids, upon the forms provided herein, properly signed and with all items filled out. 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.

B. 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.

C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation to Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

3. BONDS

A. Bid securities, a cashiers check, a Bank Money Order, or a Certified Check made payable to "Director of Revenue, Credit Road Fund", in the amount stated in the invitation to bid must accompany each bid. The successful bidder's security will be retained until he has signed the Contract and has furnished the required Certificates of Insurance.

B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.

C. Prior to signing the Contract, the successful bidder will secure a Performance Bond in the amount of 100% of the Contract Sum. Surety, acceptable to the Owner, shall issue the bond. Costs of such bonds will be the responsibility of the bidder.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

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 himself, 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.

5. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than ten (10) calendar days before opening of bids. The request shall be sent directly to the project Designer. Every interpretation made

to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

6. PROOF OF COMPETENCY OF BIDDER

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.

7. WITHDRAWAL OF BIDS

A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
B. No bid may be amended or withdrawn after the bid is opened.

8. AWARD OR REJECTION OF BIDS

A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.
B. Award of alternates, if any, will be made in numerical order to result in the maximum amount of work being accepted within available construction funds.
C. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. An Exemption From Missouri Sales and Use Tax on Purchases letter and a Project Exemption Certificate (Form 5060 Rev. 10-2006) for tax-exempt purchases at retail of tangible personal property and materials for the purpose of constructing, repairing or remodeling facilities for the Missouri Highways and Transportation Commission, only if such purchases will "are related to the Commission's exempt functions and activities be furnished to the successful Bidder upon request.

9. EXECUTION OF CONTRACT

A. The Contract, which the successful bidder will be required to execute, will be included in the Contract Documents.
B. The bidder to whom the Contract is awarded shall, within fourteen calendar days after notice of award and receipt of Contract Documents from the Commission, sign and deliver required copies to the Commission.
C. Upon delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Commission those Certificates of Insurance required by the Contract Documents and Performance Bond, as required by the Commission.
D. Execution of the Contract by the Commission must be done before the successful bidder may proceed with the work.

10. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

A. Time of Completion - If this proposal is accepted, it is hereby agreed that work 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 **60 working days** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

B. Liquidated Damages - It is agreed that time is of the essence. Because failure to complete the contract within the time fixed herein will cause serious inconvenience, loss, and damage to the state, liquidated damages will be assessed in the amount of **$100.00** per working day, for each working day after the agreed completion date that the Work is not fully completed.

11. NONDISCRIMINATION

A. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned 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.

B. 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.

C. 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.

D. 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.

12. EXECUTIVE ORDER

A. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth ($6^{th}$) 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.

B. "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."

C. 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.

D. 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.

13. BIDDERS CERTIFICATION

A. Preference in Purchasing Products: - Sections 34.073 and 34.076 RSMo 1994 give preference to Missouri corporations, firms, and individuals, when letting contracts or purchasing products. All bids will be evaluated on the basis of Sections 34.073 and 34.076 RSMo 1994. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the owner, attached to the Proposal, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Commission. The Commission will award no Contract unless the bidder furnishes such certificate.

B. Any successful bidder which is a corporation organized in the State of Missouri shall furnish, at its own cost, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the owner.

C. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to the Commission, attached to the Proposal, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, such certificate shall remain on file with the Commission. The Commission will award no contract until the bidder furnishes such certificate.

D. Certification Regarding 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 34.350, RSMo, does not apply if the total contract is less than One Thousand Dollars ($1,000.00). 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 performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Failure to complete this document 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.

[ ] 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 line 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 item(s) here:

_____
_____

[ ] If any or all of the goods or products specified in the attached bid which you proposed 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 number the country other than the United States where each goods or product you propose to furnish is manufactured or produced; and (c) check the box(es) at left of the paragraphs below if applicable, and list the corresponding item numbers in the spaces provided.

| Item | Location Where Manufactured or Produced |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(use 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.

| Item | Location Where Manufactured or Produced |
| --- | --- |
| _____ | _____ |
| _____ | _____ |

[ ] 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.

| Item | Location Where Produced or Manufactured |
| --- | --- |
| _____ | _____ |
| _____ | _____ |

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making a 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 compliance with the Missouri Products Procurement Act.

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

**SECTION 00301**

**BID FORM**

To: The Missouri Highway and Transportation Commission
105 West Capitol Avenue
Jefferson City, Missouri 65101

1. The undersigned, having examined the proposed Contract Documents titled: **" District-6 HVAC Upgrade – Chesterfield, Missouri"** and having visited the site and 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 Chief Engineer of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

   _____ DOLLARS ($_____).

2. 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.

3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

4. 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**

_____
Name of Partnership

_____
Partner

_____
Partner

_____

_____
Address for Communications

_____
Telephone Number

(State Name and Residence Address of All Partners)

_____

_____
Residence Address

_____

_____
Residence Address

_____
Federal Tax I.D. Number

_____
Signature of Either Partner

**IF A CORPORATION**

_____
Name of Corporation

_____
Name and Title of Officer

_____
Signature of officer

_____

_____
Address for Communications

_____
Telephone Number

Incorporated under the laws of the
State of_____

Corporate License No. _____
(If a corporation organized in a state other than Missouri, attach Certificate of Authority to do business in the State of Missouri.)

_____
Federal Tax I.D. Number

(ATTEST)

_____
(SEAL) Secretary

(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.)

**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

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER:

_____

by_____

**SECTION 00600**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,
as Principal, and _____ ,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and Transportation Commission) in the penal sum of _____ Dollars ($_____),
to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the State Road Fund and 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 _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:
WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal, and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of the Proposal, to the satisfaction of the Missouri Highway 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 Highway 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 Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees, and any other expense of recovery.

_____ _____
Principal Surety

By_____ _____
Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

_____
Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Missouri.