



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI

BID
OF

Name _____

Address _____

**TIME AND MATERIAL PROJECT AND
SERVICE CALL COMMERCIAL
MECHANICAL SERVICES CONTRACT**

**District 7 – Joplin &
Various Counties**

**INVITATION MISSOURI DEPARTMENT OF TRANSPORTATION
FOR BID GENERAL SERVICES
(IFB) FORM 1320 CREEK TRAIL DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-060419
DATE	March 24, 2006
PAGE NO.	1 NO. OF PAGES 10

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS IFB WILL BE RECEIVED AT THIS OFFICE UNTIL

April 19, 2006

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

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

F.O.B. Destinations

Locations as Shown Below

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE EXTENDED AND TOTALED ON ATTACHED PRICING PAGES.**

BUYER: Clayton Hanks Clayton.Hanks@modot.mo.gov **BUYER TELEPHONE:** 573-522-9565

SUPPLIES OR SERVICES

The purpose of this solicitation is to establish a term time and materials price agreement for:

- 001 **Commercial Mechanical Service (Hourly Labor).**
- 002 **Supplies necessary to complete Mechanical Service Calls and Projects.**
- 003 **Mechanical Service Project Work Plan.**

**Must comply with the following scope of work.
Must comply with attached terms and conditions (5-pages).
Prices shall remain in effect through April 19, 2007.**

(SEE LAST PAGE FOR CONDIIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within required number of days after receipt of formal purchase order.

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

Form E-103 (Rev. 2-96)

NEWSPAPER ADVERTISEMENT

Notice to Contractors

Sealed Bids for time and material commercial mechanical work for **Southwestern Missouri Counties** will be received by the Missouri Department of Transportation, Central Office located at 1320 Creek Trial Drive, PO Box 270, Jefferson City, MO 65102-0270 until **1:00 PM local time, April 19, 2006**. Official forms, specification, and information may be obtained at http://www.modot.org/business/contractor_resources/FacilitiesConstructionandMaintenance.htm or by contacting Sherry King at 573-522-5591 or by e-mail at Sharon.King@modot.mo.gov.

SCOPE OF WORK

Project and service calls for commercial Mechanical services may be required in the Southwestern Missouri Counties, which includes **District Seven (7) – Bates, St. Clair, Vernon, Cedar, Barton, Dade, Jasper, Lawrence, Newton, McDonald and Barry.**

1.1. Contractual Requirements – General

- 1.1.1. The contractor shall provide Mechanical work for the Department of Transportation (MoDOT) at various buildings located at **District Seven (7) – Joplin and various locations in eleven (11) counties**, in accordance with the provisions and requirements specified herein. The contractor shall provide Commercial Mechanical Services on an as-needed, if-needed basis: (1) on an “hourly work” basis, and/or (2) on an “Mechanical project” basis as described below. The contractor shall understand and agree that MoDOT cannot guarantee any amount of the contractor’s Mechanical services, THAT may be required.
- 1.1.2. “Hourly work” shall be defined as occasional assistance of one (1) or more persons on a temporary basis in District Seven (7) – Joplin and its various locations in Eleven Counties.
- 1.1.3. “Mechanical Project” shall be defined as a project involving mechanical services during the contract period that shall typically be any or all of the following: relocation, renovation, and/or installation of mechanical ductwork, diffusers, air flow control boxes, thermostats, heating and cooling coils, valves, piping, resistance heaters, domestic water lines, sanitary sewer lines, plumbing fixtures, backflow devices, insulation, associated controls, associated Mechanical components, other mechanical components, and general plumbing. Services provided may include adding service/components to accommodate relocation, reconfiguration of existing Mechanical systems, and providing testing and balancing of associated Mechanical systems in MoDOT buildings located in the specified counties.
- 1.1.4.

1.2. Contractual Requirements – Performance

- 1.2.1. The contractor must provide qualified personnel to provide Commercial Mechanical services in a manner satisfactory to and acceptable by MoDOT.
- 1.2.2. The contractor must provide skilled, experienced Mechanical craftsman directly employed and supervised by the contractor and shall agree and understand that any and all Mechanical services performed pursuant to the contract must be performed by and under the supervision of such Mechanical craftsman.
- 1.2.3. Any person providing Mechanical services pursuant to the contract, including the Mechanical craftsman, shall be subject to the approval of MoDOT.
- 1.2.4. The contractor’s workmanship shall meet or exceed the current ASHRAE standards, BOCA codes, International Mechanical Codes, NEC, NFPA, SMACNA standards, manufacturer’s recommendations, and other jurisdictional codes as required.
- 1.2.5. Since each Mechanical service may differ in specific detail, the contractor shall familiarize himself/herself and perform work in a professional manner, so as to coincide with each building system.
- 1.2.6. Unless otherwise specified herein, the contractor shall provide all tools, equipment, building materials, and supplies necessary for performing the Mechanical services specified herein. However, MoDOT reserves the right to furnish some building materials.
- 1.2.7. Prior to performing any Mechanical services pursuant to the contract, the contractor’s employees must sign-in/sign-out daily with the MoDOT Building Manager or his/her designated representative.

- 1.2.8. The MoDOT project coordinator or designee reserves the right to observe and witness any and/or all Mechanical work performed pursuant to the contract.
- 1.2.9. The contractor shall provide services during regular time as well as overtime. Regular time and overtime are defined as follows:
- The Missouri Division of Labor Standards as defined in the Annual Wage Orders publishes regular and Overtime hours for the various building construction trades. The attached Wage Order 12 is applicable to this solicitation.
- 1.2.10. Hourly Work Requirements: If requested by MoDOT, the contractor shall provide one (1) or more persons to provide “Mechanical Services” on a temporary, hourly work basis..
- 1.2.11. The contractor must provide Mechanical services **within ten (10) working days** after receiving notification from MoDOT of the need for such services.
- 1.2.12. In cases that are identified as an **emergency** by the Building Manager of his/her representative, Mechanical service response shall be **within four (4) hours** after receiving notification. This response time is required around the clock every day of every year.
- 1.2.13. Contractor may not assign their obligation to another company.
- 1.2.14. MoDOT reserves the right to perform any of the work described in this agreement with its own employees.
- 1.2.15. This shall not restrict MoDOT to use this particular contractor in subsequent projects bid out to General Contractors. MoDOT reserves the right to bid out service projects, based on project size, cost effectiveness, time-constraints, etc. when necessary to obtain best value.

1.3. Mechanical Project Requirements (less than \$25,000)

- 1.3.1. If a Mechanical work need is considered a “Mechanical Project”, MoDOT shall notify the Contractor of the Mechanical work required and of a general description of the project. The Contractor shall agree and understand that service projects may include but not necessarily be limited to any of the services described in the general requirements and/or any or all of the following requirements:
- Remove/add/relocate/extend diffusers/grilles/troffers and associated ductwork as required.
 - Remove/add/relocate thermostats/controls and associated wiring/tubing as required.
 - Remove/add/relocate/repair other mechanical services as required.
 - Remove/add/relocate/repair domestic water lines/sanitary sewer lines.
 - Remove/add/relocate/repair plumbing fixtures.
 - Remove/add/relocate/repair other plumbing services as required.
- 1.3.2. By no later than one (1) calendar week after notification by MoDOT, the contractor must inspect the job site of the service project and must provide MoDOT with a written work plan which, at a minimum, contains the following information:
- The services and materials required to complete the service project.
 - The number of hours required to complete the service project.
 - A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page and the applicable classifications.
 - A complete list of parts and/or materials (not including tools and equipment) needed to complete the service project.
 - The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
 - MoDOT will supply recommended form.

- 1.3.3. MoDOT shall review the work plan and shall have the right to request modifications, changes, or additional elaboration to the written work plan in order to ensure successful completion of the service project according to MoDOT's needs. MoDOT reserves the right to accept or reject all or any portion of the contractor's written work plan. In addition, MoDOT reserves the right, after viewing the contractor's written work plan, to bid out the "service project" when necessary to obtain best value.
- 1.3.4. If the contractor's written work plan is accepted, the MoDOT Building Manager or his/her designated representative shall sign the work order releasing the contractor approval to proceed with the service project. The contractor shall not begin providing the Mechanical services until written approval to proceed is received from MoDOT.
- 1.3.5. By no later than two (2) calendar weeks after receiving written approval to proceed from MoDOT, the contractor shall provide the Mechanical services as approved in the written work plan and as necessary for completing the service project within the time frames approved in the written work plan.
- 1.3.6. The contractor shall agree and understand that MoDOT shall have the right to make changes in the requirements of a service project (size, configuration, etc.) prior to and during the contractor's work on the service project.
- 1.3.7. If MoDOT notifies the contractor of such changes, the contractor must submit a written change order to MoDOT if there are any changes to the approved written work plan as a result of MoDOT's changes in the requirements of the service project (e.g. types of MECHANICAL services, number of hours of each type of Mechanical service, the guaranteed not-to-exceed price, parts and/or materials, time frames for completion of the service project).
- 1.3.8. The contractor must again receive MoDOT's written approval signature on the change order before proceeding with the changes specified in the change order before deviations from the approved written work plan on that particular service project shall be allowed.
- 1.3.9. Upon completion of a service project, MoDOT project coordinator shall inspect the service project and notify the contractor of the acceptability of the completed service project and verify the completion date. If the service project is not acceptable to MoDOT, the contractor shall take corrective action as determined necessary by MoDOT project coordinator.

1.4. Contractual Requirements – Other

- 1.4.1. Contract: A binding contract shall consist of: (1) this IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) MoDOT's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in this IFB shall be incorporated into the contract by reference.
- 1.4.2. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the contractor must receive authorization from the MoDOT Building Manager or his/her designated representative prior to any services being performed.
- 1.4.3. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 1.4.4. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal change order signed and approved by and between the duly authorized representative of the contractor and MoDOT or by a field work-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 from MoDOT, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.4.5. Contract Period: The contract shall remain in effect through **April 19, 2007**. The contract shall not bind, nor purport to bind, MoDOT for any contractual commitment in excess of the original contract terms. If agreed upon by both parties, the contract may be extended for up to two, one year periods. In the event of such an extension, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

PRICE PAGES

Mechanical Service Work - The bidder shall provide a firm fixed price in the tables below, for regular time, overtime and mileage rates, for providing Mechanical services for **Bates, St. Clair, Vernon, Cedar, Barton, Dade, Jasper, Lawrence, Newton, McDonald and Barry** Counties. All costs associated with providing the required services shall be included in the stated price(s).

Work hours will include, travel time to the work site only, with no travel time allowed on the return trip. Travel time will begin when contractor leaves for proposed work site.

SECTION (5): PRICE PAGES

The Offeror shall provide a single firm fixed price for each of the Mechanical services classifications of position/trade stated in the tables below for providing Mechanical services in accordance with the requirements of this document. **All costs** associated with providing the required services shall be included in the stated prices.

Bates County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	001	\$_____ per hour	002	\$_____ per hour
Sheet metal Worker	003	\$_____ per hour	004	\$_____ per hour
Pipe fitter	005	\$_____ per hour	006	\$_____ per hour
Laborer Skilled	007	\$_____ per hour	008	\$_____ per hour
Plumber	008	\$_____ per hour	010	\$_____ per hour

St. Clair County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	011	\$_____ per hour	012	\$_____ per hour
Sheetmetal Worker	013	\$_____ per hour	014	\$_____ per hour
Pipefitter	015	\$_____ per hour	016	\$_____ per hour
Laborer Skilled	017	\$_____ per hour	018	\$_____ per hour
Plumber	019	\$_____ per hour	020	\$_____ per hour

Vernon County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	021	\$_____ per hour	022	\$_____ per hour
Sheetmetal Worker	023	\$_____ per hour	024	\$_____ per hour
Pipefitter	025	\$_____ per hour	026	\$_____ per hour
Laborer Skilled	027	\$_____ per hour	028	\$_____ per hour
Plumber	029	\$_____ per hour	030	\$_____ per hour

Cedar County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	031	\$_____ per hour	032	\$_____ per hour
Sheetmetal Worker	033	\$_____ per hour	034	\$_____ per hour
Pipefitter	035	\$_____ per hour	036	\$_____ per hour
Laborer Skilled	037	\$_____ per hour	038	\$_____ per hour
Plumber	039	\$_____ per hour	040	\$_____ per hour

Barton County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	041	\$_____ per hour	042	\$_____ per hour
Sheetmetal Worker	043	\$_____ per hour	044	\$_____ per hour
Pipefitter	045	\$_____ per hour	046	\$_____ per hour
Laborer Skilled	047	\$_____ per hour	048	\$_____ per hour
Plumber	049	\$_____ per hour	050	\$_____ per hour

Dade County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	051	\$_____ per hour	052	\$_____ per hour
Sheetmetal Worker	053	\$_____ per hour	054	\$_____ per hour
Pipefitter	055	\$_____ per hour	056	\$_____ per hour
Laborer Skilled	057	\$_____ per hour	058	\$_____ per hour
Plumber	059	\$_____ per hour	060	\$_____ per hour

Jasper County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	061	\$_____ per hour	062	\$_____ per hour
Sheetmetal Worker	063	\$_____ per hour	064	\$_____ per hour
Pipefitter	065	\$_____ per hour	066	\$_____ per hour
Laborer Skilled	067	\$_____ per hour	068	\$_____ per hour
Plumber	069	\$_____ per hour	070	\$_____ per hour

Lawrence County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	071	\$_____ per hour	072	\$_____ per hour
Sheetmetal Worker	073	\$_____ per hour	074	\$_____ per hour
Pipefitter	075	\$_____ per hour	076	\$_____ per hour
Laborer Skilled	077	\$_____ per hour	078	\$_____ per hour
Plumber	079	\$_____ per hour	080	\$_____ per hour

Newton County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	091	\$_____ per hour	092	\$_____ per hour
Sheetmetal Worker	093	\$_____ per hour	094	\$_____ per hour
Pipefitter	095	\$_____ per hour	096	\$_____ per hour
Laborer Skilled	097	\$_____ per hour	098	\$_____ per hour
Plumber	099	\$_____ per hour	100	\$_____ per hour

McDonald County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	101	\$_____ per hour	102	\$_____ per hour
Sheetmetal Worker	103	\$_____ per hour	104	\$_____ per hour
Pipefitter	105	\$_____ per hour	106	\$_____ per hour
Laborer Skilled	107	\$_____ per hour	108	\$_____ per hour
Plumber	109	\$_____ per hour	110	\$_____ per hour

Barry County

Classification of Position/Trade	Line Item	Regular Time	Line Item	Over Time
Supervisor	111	\$_____ per hour	112	\$_____ per hour
Sheetmetal Worker	113	\$_____ per hour	114	\$_____ per hour
Pipefitter	115	\$_____ per hour	116	\$_____ per hour
Laborer Skilled	117	\$_____ per hour	118	\$_____ per hour
Plumber	119	\$_____ per hour	120	\$_____ per hour

PRICE PAGES Continued

Parts and Materials - The Offeror shall provide a single firm fixed percentage over the actual net cost for any parts and materials required.

% Over actual net cost for parts/materials	141	_____ %
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Development of a Work Plan – The Offeror shall state the firm fixed price for development of a work plan pursuant to the requirements of this document where approval to proceed is not provided within sixty calendar days. Such price shall not exceed \$100.00.

Development of Work Plan	142	\$ _____ per work plan
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Renewal Period: The Offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A cumulative calculation shall not be utilized.

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + _____ %	OR	original price - _____ %
2nd Renewal Period:	original price + _____ %	OR	original price - _____ %

Notice: **Do not** complete both a maximum increase and a minimum decrease for the same renewal period.

Authorized Signature of Offeror: _____