



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI
SPECIFICATIONS
OF

Name _____

Address _____

FOR
**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	_____ %
--	-----	---------

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
--------------------------	-----	------------------------

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: _____

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

Subcontracting

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

Invoicing and Payment

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

Applicable Laws and Regulations

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

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

Cancellation of Contract

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

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

- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

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

Status of Independent Contractor

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

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

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

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

- i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.

Information and Reports

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

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Bates, St. Clair, Vernon, Cedar, Barton, Dade, Jasper, Lawrence, Newton, McDonald and Barry . .** The Annual Wage Order #12 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

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

Award

- a. The Commission reserves the right to award contract(s) in such a manner as is most advantageous to the Commission, and may have multiple awards from a single solicitation using the "lowest and best" principle of award.

Failure to Execute Contract

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

Notice to Proceed

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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.

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

- 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**.

Temporary Suspension of Work

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

Cancellation of Contract

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

Liquidated Damages

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

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.