



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES ABOVE \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

**REQUEST FOR QUOTATION
 MODOT CENTRAL DISTRICT**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: MARCH 29, 2012	QUOTE DUE BY (DATE AND TIME): APRIL 12, 2012 (10:00 AM CDST) FAX BACK TO (573) 526-6796.	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: THREE (3) WEEKS AFTER NOTIFICATION OF AWARD	QUOTATION #: CD-12-021Q THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL GENERAL SERVICES/PROCUREMENT PHONE NUMBER: (573) 526-6956 FAX NUMBER: (573) 526-6796
District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102		Delivery Locations: See Attached Quote/Bid Specifications

The Missouri Department of Transportation desires to establish pricing for removal and installation of a chain link privacy fence.

See Enclosed Specifications, Details and Pricing Pages

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: Email:
Printed Name and Title of Responsible Officer or Employee:	Signature:

All responses to this Request for Quotation MUST be submitted with this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown or faxed in.



BID PROPOSAL

The Missouri Department of Transportation desires to establish pricing for the installation of a chain link privacy fence.

Location

Lebanon Maintenance Facility
1120 Ivey Lane
Lebanon, MO. 65536
(0.25 Mile North of Business Loop 44)

Project Scope

Install approximately 600' feet of six foot chain link fencing with privacy slats on MoDOT Maintenance lot. Fence will comprise of two L shaped fence sections totaling approximately 600' feet. Each section contains a quantity of two (2) end posts and one (1) corner post for a total of four (4) end posts and two (2) corner posts. There are no gates required.

Unique Site Conditions

The contractor shall be responsible for all locates of underground utilities by calling Dig Rite. It is the sole responsibility of the contractor to do preliminary inspection of work site.

Working hours are from 7:00 am to 4:00 pm Monday thru Thursday. Approval to work on Fridays must be obtained by project manager.

Bidder Information

This quote/bid and opening is unable to use 'Electronic Bid Submittal' as offered through the Design and Construction monthly bid lettings. Quotations for this bid may be dropped off, faxed in or emailed to the Central District office.

Related Information

See 'Specifications' pages listed herein for 'Chain Link Fence' and a reference sheet for 'Privacy Slats' material

Completion Date

No later than three (3) weeks after 'Notice to Proceed' unless extension is granted by project manager.
**Please note enclosed specifications for fence have regulated days for construction.

Inspection

All work will be inspected by a MODOT Representative prior to acceptance of completed work.

Bid/Proposal Guaranty and Contract Bond

N/A

Prevailing Wage

The awarded contractor shall be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations. Annual Wage Order #18 for Laclede County, as published



by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

At the time of this bid, please note that 'Excessive Unemployment Is In Effect' which is defined by the Missouri Department of Labor as:

Excessive Unemployment and Restrictive States

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds **5 percent** for two consecutive months. (**See Sections 290.550 through 290.580 RSMo**). To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the **complaint form** online for the Division to investigate.

Restrictive States- workers from these states are **NOT** allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Non-Restrictive States- workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Contacts

If you have any questions regarding fence repair specification requirements please call:
Phil Hamilton at (417) 252-0960.

All other questions concerning this bid, you may contact Corey Duemmel at (573) 526-6956.

Liquidated Damages:

In the event the successful Contractor fails to complete the project 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 two hundred dollars (\$200.00) per day, 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.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company Letterhead.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor for any reason.

Payment will be made only after the Project Coordinator completes the final inspection and all Department of Labor and Industrial Relations (DOLIR) forms are received.

Award/Cancellation

The contract will be awarded by the Commission to the lowest responsible bidder meeting the listed specifications.

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



ADDITIONAL REQUIREMENTS

All awarded bidders MUST:

1. MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.
3. Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and

Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoice.

Insurance

Contractor must carry the Liability Insurance as listed in the Terms and Conditions attached. Proof of insurance will be required prior to final award.



PRICING/ENDORSEMENT PAGE

Pricing/Award

Award will be made to the lowest linear foot price to complete the project based on the listed specifications and Project Scope, listed an approximated 600' linear feet.

PER LINEAR FOOT PRICE \$ _____ /LF

*****All Bidders shall attach an itemized price listing for this project. Prior to final award, awarded bidder must submit into my attention.***

*****It is the sole responsibility of the bidder to check for addendums during the time this project is out for bid and to ensure their bid price reflects any addendum.*****

CONTRACTOR: _____
(Print)

***** PRICING/ENDORSEMENT PAGE MUST BE RETURNED WITH THE COVER PAGE*****

SPECIFICATIONS AND TERMS

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.

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 five (5) calendar days before opening of bids. The request shall be sent directly to the buyer of record. 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.

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.

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.

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. Bidder's proposal price shall include all city, state, and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work.

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:
_____	_____

_____	_____

_____	_____

_____	_____

_____	_____

**01011 SECTION
SUPPLEMENTARY CONDITIONS**

- A. The following supplements modify, change, delete from or add to the "General Conditions."
1. The proposed work includes the furnishing of all materials, equipment and labor for the work as set forth in the plans, proposal and specifications.
 2. The contractor will be required to remove from the Highway and Transportation Commission's property all debris.
 3. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. Contractor will comply with local laws involving safety in the prosecution of the work.
 4. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty, whichever is greater. All warranties, including extended service agreements shall begin on the date of Final Acceptance of this project.

END OF SECTION

**01019 SECTION
CONTRACT CONSIDERATIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. AS LISTED

1.2 RELATED SECTIONS

- A. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Payment Period: 30 days.
- B. Submit waiver of liens from vendors.
- C. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.
- B. The Contractor may propose changes by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.
- C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
- D. Construction Change Directive: Architect/Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties

as provided in the Conditions of the Contract.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specify requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

- A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

END OF SECTION

**01039 SECTION
COORDINATION AND MEETINGS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. AS LISTED

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Deleted
- D. Deleted
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. Deleted

1.3 FIELD ENGINEERING (If applicable)

- A. Employ a Land Surveyor registered in the State of Missouri and acceptable to Architect/Engineer.
- B. Owner will locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: District Facilities Manager or representative, Architect/Engineer and Contractor.
- C. Deleted

1.5 SITE MOBILIZATION MEETING

- A. Deleted
- B. Deleted

1.6 PROGRESS MEETINGS (If needed)

- A. Schedule and administer meetings throughout progress of the Work at when arranged by architect/engineer.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District engineer representative, Architect/Engineer, as appropriate to agenda topics for each meeting.

- D. Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems, which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Coordination of projected progress.
 - 7. Effect of proposed changes on progress schedule and coordination.

- E. Deleted

**END OF
SECTION**

01300 SECTION SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

AS LISTED

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

1.3 REFERENCES

- A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Deleted
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Deleted

1.6 PROPOSED PRODUCTS LIST

- A. Within 5 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.7 PRODUCT DATA

- A. Product Data For Review:

1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Closeout:
1. Submitted for the Owner's benefit during and after project completion.
- D. Deleted
- E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS (If applicable)

- A. Shop Drawings For Review:
1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Shop Drawings For Project Closeout:
1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one reproducible transparency and one opaque reproduction.

1.9 SAMPLES (If applicable)

- A. Samples For Review:
1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples For Information:
1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.

- C. Samples For Selection:
 - 1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes for Architect/Engineer selection.
 - 3. Deleted

- 1.10 DESIGN DATA (If applicable)
 - A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
 - B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- 1.11 TEST REPORTS (If applicable)
 - A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
 - B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- 1.12 CERTIFICATES
 - A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer, in quantities specified for Product Data.
 - B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
 - C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer.

- 1.13 MANUFACTURER'S INSTRUCTIONS
 - A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, and start-up, adjusting and finishing, to Architect/Engineer for delivery to owner in quantities specified for Product Data.
 - B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
 - C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

- 1.14 MANUFACTURER'S FIELD REPORTS
 - A. Submit reports for the Architect/Engineer's benefit as contract administrator or for the Owner.
 - B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

- 1.15 ERECTION DRAWINGS (If applicable)
 - A. Submit drawings for the Architect/Engineer's benefit as contract administrator or for the Owner.
 - B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer or Owner.

END OF SECTION

**01400 SECTION
QUALITY CONTROL**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. AS LISTED

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.
- C. Section 01650 - Starting of Systems.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.
- C. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Contractor to provide all testing services as called out in these specifications.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
- C. Testing does not relieve Contractor to perform Work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same MoDOT personnel on instructions by the Architect/Engineer.

1.7 INSPECTION SERVICES

- A. Owner will employ MoDOT Personnel to perform inspection.
- B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer or the Owner.
- C. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and the balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

2.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

**01600 SECTION
MATERIAL AND EQUIPMENT**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. AS LISTED

1.2 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement or damage.
- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description is acceptable.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 5 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. AS LISTED

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Deleted

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Deleted.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Deleted.
- C. Deleted
- D. Deleted
- E. Deleted
- F. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 ADJUSTING

- A. Deleted

1.6 PROJECT RECORD DOCUMENTS

- A. Deleted

1.7 OPERATION AND MAINTENANCE DATA

- A. Deleted

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Deleted

1.9 WARRANTIES

- A. Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.
- B. Submit prior to final Application for Payment.
- C. For items of Work delayed beyond date of Final Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of the warranty period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**02830 SECTION
CHAIN LINK FENCES**

PART 1 GENERAL

1.1 SUMMARY

- A. Provide chain link fence system as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within five (5) calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail (if needed) to show fabrication, installation, anchorage and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

PART 2 PRODUCTS

2.1 DIMENSIONAL DATA

- A. General:
 - 1. Pipe sizes indicated are commercial pipe sizes.
 - 2. Tube sizes indicated are nominal outside dimensions.
 - 3. H-section sizes indicated are normal flange dimensions.
 - 4. Roll-formed section sizes indicated are the nominal outside dimensions.

2.2 GALVANIZING

- A. On steel framework and appurtenances, provide galvanized finish with not less than the following weight of zinc per sq ft.
 - 1. Pipe: 1.8 oz, complying with ASTM A120.
 - 2. H-sections and square tubing: 2.0 oz, complying with ASTM A123.
 - 3. Hardware and accessories: Comply with Table I of ASTM A153.
 - 4. Fabric: 2.0 oz, complying with class II of ASTM A121.

2.3 FABRIC

- A. Provide number 9 gauge or 0.148" wires in 2" mesh, with top and bottom selvages twisted and barbed (**Looped is acceptable per this project**).

- B. Provide fabric in one-piece widths.

2.4 POSTS, RAILS AND ASSOCIATED ITEMS

- A. End, corner, slope and pull posts: Provide at least the following minimum sizes and weights:
- | Material and dimensions: | Lbs per linear ft: |
|------------------------------------------|--------------------|
| Pipe, 2.875" O.D. | 5.79 |
| Tubing, 2-1/2" square: | 5.70 |
| Roll-formed section,
3-1/2" x 3-1/2": | 5.14 |
- B. Line posts: Provide minimum sizes and weights as follow:
- | Material and dimensions: | Lbs per linear ft: |
|---------------------------------|--------------------|
| Pipe, 2.375" O.D. | 3.65 |
| H-section, 2.25" x 1.95 x 0.143 | 1.95 |
- C. Gate posts: Provide gateposts for supporting single gate leaf or one leaf of a double gate installation, for nominal gate widths as follows:
- | Materials and dimension: | Lbs per linear ft: |
|-----------------------------|--------------------|
| Pipe, 4" outside dimension: | 9.10 |
| Tubing, 3" square: | 9.10 |
| H-section, 4": | 14.00 |
- Over 13 feet wide, and up to 18 feet wide: Use 6.625" outside diameter pipe weight in 14.0 lbs per linear ft.
 - Over 18 feet wide: Use 8.625" outside diameter pipe weighting 24.70 lbs per linear ft.
- D. Top rails:
- Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft; or
 - Use 1.625" x 1.25" roll-formed sections weighing 1.35 lbs per linear ft.
 - Provide in manufacturer's longest lengths, with expansion type couplings approximately 6" long for each joint.
 - Provide means for attaching top rail securely to each gate, corner, pull, slope and end post.
- E. Post brace assemblies:
- Provide at end and gate posts, and at both sides of corner, slope and pull posts, with the horizontal brace located at mid-height of the fabric.
 - Use 1.660" outside diameter pipe weighing 1.80 lbs per linear ft for horizontal brace.
 - Use 3/8" diameter rod with turnbuckle for diagonal truss.
- F. Tension wire:
- Provide number 7 gauge galvanized coiled spring wire at bottom of fabric.
- G. Post tops:
- Provide steel, wrought iron or malleable iron, designed as weather tight closure cap.
 - Provide one cap for each post.
 - Provide caps with openings to permit through passage of top rail.
- H. Stretcher bars:
- Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4".
 - Provide one stretcher bar for each gate and end post and two for each corner, slope and pull post, except where fabric is woven integrally into the post.
- I. Stretcher bar bands:
- Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull, slope and gate posts.
 - Bands may be used also with special fittings for securing rails to end, corner, pull, slope and gate posts.

2.5 GATES

A. General:

1. Fabricate gate perimeter frames of tubular members.
2. Provide additional horizontal and vertical members to assure proper operation of the gate, and for attachment of fabric, hardware and accessories.
3. Space so frame members are not more than 8 feet apart.
4. Fabricate gate frames from:

Material and dimensions:	Lbs per linear ft:
Pipe 1.90" outside diameter:	2.72
Tubing, 2" square:	2.60

B. Fabrication:

1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
2. Use same fabric as used in the fence.
3. Install fabric with stretcher bars at vertical edges as a minimum.
4. Attach hardware with rivets or by other means that will provide security against removal and breakage.
5. Attach hardware with rivets or by other means that will provide security against removal and breakage.

C. Gates: **(NOT USED FOR THIS PROJECT)**

1. Swing Gates: Swing gates shall comply with the requirements of ASTM F 900. Provide the following for one 5' gate:
 - a. Hinges:
 - (1). Pressed or forged steel, or malleable iron, to suit the gate size: non-lift-off type, offset to permit 180 degree opening.
 - (2). Provide 1-1/2 pr of hinges for each leaf over 6 feet in nominal height.
 - b. Latches:
 - (1). Provide forked type or plunger-bar type to permit operation from either side of the gate.
 - (2). Provide padlock eye as integral part of latch.
 - c. Keeper:
 - (1). Provide keeper for vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.
2. Sliding Gates: Sliding gates shall conform to the requirements of ASTM F 1184.
 - a. Cantilever Slide Gates: Provide manufacturer's standard top rail incorporating track for top roller guideposts to keep gate on rollers. External rollers shall have ungreased fittings; internal rollers shall have sealed lubricant ball bearings. Gates shall be manufactured to prevent sagging. Fabric shall be the same size and finish as the fence and shall be applied to the entire gate. Provide a lockable positive latch and other hardware and accessories as required. Provide 16' gate.

2.6 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Wire ties:

1. For tying fabric to line posts, use number 9-gauge wire ties spaced 12" on centers.
2. For tying fabric to rails and braces, use number 9-gauge wire ties spaced 24" on centers.
3. For tying fabric to tension wire, use number 11 gage hog rings spaced 24" on centers.
4. Manufacturer's standard wire ties will be acceptable if of equal strength and durability.

B. Concrete: Comply with provisions of Section 03300 for 2500 psi concrete.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. General:
1. Install posts at a maximum spacing of 10 feet on centers.
 2. Install corner or slope posts where changes in line or grade exceed a 30-degree deflection.
- B. Excavating:
1. Drill holes for post footings in firm, undisturbed or compacted soil, strictly adhering to the dimensions and spacing shown.
 2. Post hole dimensions:
 - a. Provide 30" deep by 8" diameter foundations for line posts for 5-foot fabric height and less.
 - b. Provide 36" deep by 8" diameter foundations for line posts for fabric heights exceeding 5 feet.
 - c. Provide 36" deep by 12" diameter foundations for all other posts.
 3. Spread soil from excavations uniformly adjacent to the fence line or on adjacent areas of the site if so directed.
 4. When solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull, gate and corner posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
 5. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.
- C. Setting posts:
1. Remove loose and foreign materials from sides and bottoms of holes and moisten soil prior to placing concrete.
 2. Center and align posts in holes.
 3. Place concrete around posts in a continuous pour and vibrate or tamp for consolidation.
 4. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 5. Trowel tops of footings, and slope or dome to direct water away from posts.
 6. Extend footings for gateposts to the underside of bottom hinge.
 7. Set keeps, stops, sleeves and other accessories into concrete as required.
 8. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing material or other curing method approved by the Architect.
 9. Gout-in those posts that are set into sleeved holes, concrete constructions or rock excavations, using non-shrink Portland cement grout or other grouting material approved by the Architect.
- D. Concrete strength:
1. Allow concrete to attain at least 75% of its minimum 28-day strength before rails, tension wires and/or fabric is installed.
 2. Do not, in any case, install such items in less than seven days after placement of concrete.
 3. Do not stretch and tension fabric and wire and do not hang gates, until concrete has attained its full design strength.
- E. Rails and bracing:
1. Install fence with a top rail and bottom tension wire.
 2. Install top rails continuously through post caps or extension arms, bending to radius for curved runs.
 3. Provide expansion couplings as recommended by the fencing manufacturer.
 4. Provide bracing to the midpoint of the nearest line post or posts at all end, corner, slope, pull and gate posts.
 5. Install tension wires parallel to the line of fabric by weaving through the fabric and tying to each post with not less than number 6 gage galvanized wire or by securing the wire to the fabric.
- F. Installing fabric:
1. Leave approximately 2" between finish grade and bottom selvage.
 2. Excavate high points in the ground to clear the bottom of the fence.
 3. Place and compact fill to within 1" of the bottom of the fabric in depressions.

4. Pull fabric taut and tie to posts, rails, and tension wires.
 5. Install fabric on outward side facing side of fence, and anchor to framework so that the fabric remains in tension after pulling force is removed.
 6. Install stretcher bars by threading through or clamping to fabric on 4" centers and secure to posts with metal bands spaced 15" on centers.
- G. Installing gates: **(NOT USED FOR THIS PROJECT)**
1. Install gates plumb, level and secure for full opening without interference.
 2. Install ground-set items in concrete for anchorage in accordance with the fence Manufacturer's recommendations as approved by the Architect.
 3. Lubricate and adjust the hardware for smooth operation.
- H. Miscellaneous:
1. Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns.
 2. Bend ends of wire to minimize hazards to persons and clothing.
 3. Fasteners:
 - a. Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
 - b. Peen the ends of bolts to prevent removal of nuts.
 1. Repair coatings damaged in the shop or field erection, using a hot-applied repair compound applied in accordance with its manufacturer's recommendations as approved by the Architect.

END OF SECTION

Privacy Slats: There currently are no MODOT specifications for privacy slats. Enclosed is a reference sheet with minimal information.

Minimum specifications for privacy slats are:

- 25 year warranty
- Wind load factor or 75%
- Equivalent to product from Fencetraders.com

Final selection type and color to be approved by Facility Manager.

REFERENCE MATERIAL FOR 'PRIVACY SLATS'

6' high Top Locking Chain Link Privacy Slats - 1 bag

Note: Color seen on screen may not match exact color of chain link privacy slats

As an alternative approach to our [bottom-locking chain link slats](#), Top locking chain link privacy slats also provide an economical and attractive way to enhance any chain link fence. The locking system is located near the top of the slats to ensure a clean, straight edge along the top of the fence; further enhancing it's appearance.

Fast and easy installation - no need to kneel down! Simply insert the slats vertically from top to bottom, keeping the locking holes on top. Then thread the flexible locking channel horizontally through the notched holes in the slats

SPECS:

- 1 bag covers approximately 10 linear feet of chain link fence. (ie 60 feet of chain link requires 6 bags)
- This slat is manufactured 2" shorter than the overall height of the fence.
- The wind load factor and privacy factor is approximately 75%.
- Slat width 1 3/32".
- Slat is made for 2", 2 1/4" and 2 3/8" mesh and 9, 11 or 11 1/2 gauge wire.
- 25-year limited pro-rated warranty.
- The larger the mesh the less privacy.
- Available in 3', 3-1/2', 4', 5', 6', 7' 8', 9', 10' and 12' heights.
- Click here for more choices in [chain link privacy slats](#)

Many other color choices are available:



VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

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

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

Subcontracting

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

Prohibition Of Employment Of Unauthorized Aliens:

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

Construction Safety Program

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

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote 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): **LACLEDE**. The **Annual Wage Order #18** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than

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the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.

- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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

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.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$200 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.