

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES PROCUREMENT

830 MoDOT Drive (physical address, zip 65019)

P.O. Box 270 (mailing address, zip 65102)

REQUEST NO.	9-140519BR		
DATE	May 7, 2014		
PAGE NO.	1	NO. OF PAGES	32

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

2:00 p.m., Local Time, Monday, May 19, 2014

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

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

Submit net bid as cash discount stipulations will not be considered

Jefferson City, MO 65102

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Beth Rodeman

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL:

Elizabeth.Rodeman@modot.mo.gov

Parking Lot ADA Improvement Projects

To establish a contract to furnish **Parking Lot ADA Improvements** located at 1511 Missouri Boulevard and 1617 Missouri Boulevard, Jefferson City, MO 65102, with an effective date of Notice to Proceed.

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

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

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

This Request for Bid (RFB) seeks bids from qualified organizations to provide **MoDOT with parking lot ADA improvements** located at 1511 Missouri Boulevard and 1617 Missouri Boulevard, Jefferson City, MO 65102, to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). The effective date shall be the date of Notice to Proceed. The project must be completed within fifteen (15) days of the date of Notice to Proceed.

Bid(s) must be in a sealed envelope, and must be mailed to the address listed on the front page, or delivered by courier to the Buyer at the below listed address, on or before the date and time listed on the front page of the RFB.

BUYER:

Beth Rodeman, General Services Specialist
 Missouri Department of Transportation, General Services
 830 MoDOT Drive (physical address, zip 65019)
 P.O. Box 270 (mailing address, zip 65102)
 Jefferson City, MO 65109
 PHONE: 573-526-2744

All **questions** regarding the RFB shall be submitted to the buyer, Beth Rodeman, at fax number 573-526-1218 or e-mail address elizabeth.rodeman@modot.mo.gov. Questions should be submitted **no later than Tuesday, May 13, 2014.** MoDOT may issue an addendum(s) and post responses to questions on-line for vendors to retrieve.

Bid forms, addendums, responses to questions and additional information may be electronically downloaded at no charge from MoDOT’s website at: http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

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

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Provided as Separate Attachments:

Annual Wage Order #20, Inc. #7, for Cole County
 Project Drawings

FINAL CHECKLIST BEFORE SUBMITTING BID

- ____1. Complete the Bid Form by filling in the total dollar amount(s) of the bid(s); listing any addenda which may have been issued; filling in the dollar amount of the Bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual Bidder, joint adventurer, or corporation.
- ____2. Submit Bid Bond executed by the Bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- ____3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- ____4. Complete the Vendor Information and Preference Certification Form.
- ____5. Complete the form that is applicable to your company. Either the:
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations)
or the
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
- ____6. If addenda(s) are issued attach signed copies to the back of the bid package.

NEWSPAPER ADVERTISEMENT

Notice to Contractors

The Missouri Department of Transportation (MoDOT) will receive bids on RFB Number 9-140519BR at its General Services, Procurement Section, 830 MoDOT Drive, PO Box 270, Jefferson City, MO, until 2:00 p.m., CDT, May 19, 2014, for parking lot ADA improvements located at 1511 Missouri Blvd and 1617 Missouri Blvd, Jefferson City, MO. Download plans and forms at no charge from <http://www.modot.org/gsbidding/>, or contact Beth Rodeman at 573-526-2744 or elizabeth.rodeman@modot.mo.gov.

BIDDER REQUIREMENTS

1. DEFINITIONS

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Phil Hamilton, Facilities Operations Supervisor, 417-252-0960.

Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

2. SCOPE OF WORK

A. Location #1

1511 Missouri Blvd.
Jefferson City, MO 65102

The Missouri Department of Transportation, Central District, desires to establish pricing for parking lot ADA parking lot improvements.

Project Scope

The Bidder shall furnish all equipment, personnel, materials, and all other incidentals necessary to provide MoDOT with parking lot ADA improvements, in accordance with the following and as directed by the Facility Operations Supervisor:

1. All material must be in compliance with sections 401.5.3, 501.15, and 608 of the Missouri Standard Specifications for Highway Construction, Edition of 2011, and any revisions thereto, unless modified by these specifications. See Attachment A.
2. It is the sole responsibility of the Bidder to do preliminary inspection of work site.
3. It is the sole responsibility of the Bidder to locate utilities prior to work.
4. Remove existing pavement markings, sidewalk, ramp, barrier curb, and asphalt pavement.
5. Provide temporary sidewalk traffic control.
6. Construct new sidewalks, ramp, barrier curb, concrete and optional pavement, according to attached plans.
7. Supply and install all required signs and pavement markings.
8. Bidder may use asphalt or concrete pavement for the transition from the concrete parking pad(s) to the existing pavement.
9. Bidder is responsible for repairing any damage done to surrounding environment. (i.e. rutting ground). Including seeding and mulching any disturbed areas with similar color and type as existing.
10. Finished work shall be ADA compliant.
11. All work must be in compliance with the Missouri Standard Specifications for Highway Construction, Edition of 2011, and any revisions thereto, unless modified by these specifications.
12. Working hours shall be during daylight hours, Monday through Friday.
13. The Bidder shall give two (2) business days' notice of when they intend to work so MoDOT can arrange to have a supervisor on site and remove all vehicles and equipment from the site.
14. The estimated quantities provided by MoDOT are only estimates and the Bidder shall conduct their own site visit to provide an accurate bid.

A. Location #1 (cont.)

Pay Item	Description	Unit	Estimated Quantity
2022010	Removal of improvement	L.S.	1
3040504	Type 5 aggregate for base (4 in. thick)	S.Y.	168
4039910	Optional pavement	TON	18.8
5029907	Concrete pavement (6 in. non-reinf)	C.Y.	5
6086004	Concrete sidewalk, 4 in.	S.Y.	71.3
6099903	Barrier curb	L.F.	53
6139903	Full depth saw cut	L.F.	65
6161005	Construction signs	S.F.	41
6161025	Channelizer (trim line)	Each	29
6181000	Mobilization	L.S.	1
6191000	Pavement edge treatment	L.F.	65
6206000B	4 in. white acrylic waterborne pavement marking paint	L.F.	112
6209902	International symbol of accessibility	Each	1
6209903	4 in. blue acrylic waterborne pavement marking paint	L.F.	74
6209903(1)	6 in. blue acrylic waterborne pavement marking paint	L.F.	22
8059901	Seeding – tall fescue	L.S.	1
8059901(1)	Mulch – mulch bed	L.S.	1
9031220	Pipe Posts	Lbs	30
9039902	Accessible parking sign "van accessible	Each	1

B. Location #2

1617 Missouri Blvd.
Jefferson City, MO 65102

The Missouri Department of Transportation, Central District, desires to establish pricing for parking lot ADA parking lot improvements.

Project Scope

The Bidder shall furnish all equipment, personnel, materials, and all other incidentals necessary to provide MoDOT with parking lot ADA improvements, in accordance with the following and as directed by the Facility Operations Supervisor:

1. All material must be in compliance with sections 401.5.3, 501.15, and 608 of the Missouri Standard Specifications for Highway Construction, Edition of 2011, and any revisions thereto, unless modified by these specifications. See Attachment B.
2. It is the sole responsibility of the Bidder to do preliminary inspection of work site.
3. It is the sole responsibility of the Bidder to locate utilities prior to work.
4. Remove existing pavement markings, curb and gutter around island, asphalt pavement, sidewalk within island and planting bed.
5. Provide temporary sidewalk traffic control.
6. Construct new 6" inch concrete pavement on 4" inch aggregate base. 1.0% cross slope in any direction to facilitate drainage. 2.0% cross slope in any direction (max).
7. Asphalt transition. Asphalt thickness to match existing thickness on 4" aggregate base.
8. Construct bollard sign assembly, according to attached plans.
9. Supply and install all required signs and pavement markings.
10. Bidder may use asphalt or concrete pavement for the transition from the concrete parking pad(s) to the existing pavement.
11. Bidder is responsible for repairing any damage done to surrounding environment. (i.e. rutting ground). Including seeding and mulching any disturbed areas with similar color and type as existing.
12. Finished work shall be ADA compliant.
13. All work must be in compliance with the Missouri Standard Specifications for Highway Construction, Edition of 2011, and any revisions thereto, unless modified by these specifications.
14. Working hours shall be during daylight hours, Monday through Friday.
15. The Bidder shall give two (2) business days' notice of when they intend to work so MoDOT can arrange to have a supervisor on site and remove all vehicles and equipment from the site.
16. The estimated quantities provided by MoDOT are only estimates and the Bidder shall conduct their own site visit to provide an accurate bid.

B. Location #2 (cont.)

Pay Item	Description	Unit	Estimated Quantity
2022010	Removal of improvement	L.S.	1
3040504	Type 5 aggregate for base (4 in. thick)	S.Y.	90
4039910	Optional pavement	TON	15.8
5029907	Concrete pavement (6 in. non-reinf)	C.Y.	8
6139903	Full depth saw cut	L.F.	94
6161005	Construction signs	S.F.	6
6161025	Channelizer (trim line)	Each	17
6181000	Mobilization	L.S.	1
6191000	Pavement edge treatment	L.F.	45
6206000B	4 in. white acrylic waterborne pavement marking paint	L.F.	80
6209902	International symbol of accessibility parking space Pavement marking	Each	1
6209903	4 in. blue acrylic waterborne pavement marking paint	L.F.	108
6209903(1)	6 in. blue acrylic waterborne marking paint	L.F.	19
7061000	Reinforcing steel	Lbs	30
9031220	Pipe post	Lbs	30
9039902	Accessible parking sign "van accessible"	Each	1
9039911	6 in. steel pipe bollard	Lbs	60

3. BID INSTRUCTIONS

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

- A. Make bid(s) on the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid(s).
- B. Bidder must bid on both of the projects specified herein, Locations #1 and #2.
- C. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- D. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the work, the name of the Bidder, and the date and hour of the bid opening. Submit only the original signed bid document. It is the sole responsibility of the Bidder to see that the bid is received on time.

4. INVOICING AND PAYMENT

- A. Each invoice should be itemized utilizing MoDOT form FM07 A-D which will be provided by MoDOT upon award, and in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Commission's rejection and shall be returned at the Bidder's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each Bidder shall examine the drawings carefully, read the specifications and all other proposed contract documents, and visit the site of the work. Each Bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work, as set forth in the proposed contract documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the Bidder has made such examination.
- B. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. The Bidder will comply with local laws involving safety in the prosecution of the work.

6. PROOF OF COMPETENCY OF BIDDER

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

7. AWARD OR REJECTION OF BIDS

The projects, if awarded, will be awarded on an "All or None" basis to the responsible Bidder meeting the specification as

required herein, and using the "lowest and best" principle of award, 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.

8. CONTRACT DOCUMENTS

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 Bidder and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

9. SUBMITTALS

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

10. WORK QUALITY

- A. Inspection of Work: The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the Bidder shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the Bidder shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the Bidder.
- B. Defective Work: All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Bidder at its expense. If the Bidder fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the Bidder under this contract.
- C. Warranty: The Bidder 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 upon MoDOT's written acceptance of the punch list items.
- D. Bidder's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the Bidder. The Bidder shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- E. Preservation of Utilities and Monuments: The Bidder shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The Bidder shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.

- F. Cooperation with Other Contractors: The Bidder shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The Bidder will be required to remove all debris from the Commission's property.
- H. Temporary Suspension of Work: The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the Bidder to comply with any of the provisions of the contract. The Bidder may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the Bidder's failure to comply to any of the provisions of the contract, the Bidder shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the Bidder shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the Bidder shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

11. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the Bidder has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the Bidder's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the Bidder's expense.
- B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the Bidder or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any Bidder or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
- C. Bidder's Procedure for Claims. If the Bidder considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the Bidder shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by Bidder to provide necessary inspection and for keeping strict account of actual cost, the Bidder agrees to waive any claims for additional compensation. Notice by the Bidder, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The Bidder shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
 - a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall

contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

- b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

12. QUALITY MANAGEMENT OVERSIGHT

- A. MoDOT **will not provide daily inspection** and quality assurance on this project, therefore the Bidder must provide quality management oversight.
- B. Quality management oversight gives the Bidder the primary role and responsibility for incorporating quality assurance into the project from start to finish.
- C. MoDOT staff will be available for hold point inspections at the times established in the project schedule. The inspections may be rescheduled as needed, but a minimum 24-hour advance notification from the Bidder is required unless otherwise approved by the MoDOT Inspector.

13. HOLD POINTS

- A. Hold Points are events that require approval prior to continuation of work. Hold Points occur at definable stages of work or progress phases when succeeding work depends on acceptance of the proceeding work.
- B. The Hold Points for this project are as follows:
 - 1. Prior to pouring of concrete for signage.
 - 2. After removal of existing pavement and placement of base material, and prior to pouring new concrete.
 - 3. Final inspection of the project.

Exhibit A
VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM
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: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </table>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
<i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>										

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
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
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: <ol style="list-style-type: none"> 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. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Exhibit C

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).
owner or partner business name

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

00301

BID FORM

Location #1 (Item #1)
1511 Missouri Boulevard
Jefferson City, MO 65102

Location #2 (Item #2)
1617 Missouri Boulevard
Jefferson City, MO 65102

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

- The undersigned, having examined the proposed Contract Documents titled: **9-1405XXBR – Parking Lot ADA Improvement Projects** and having visited **Location #1** site at 1511 Missouri Boulevard in Jefferson city, MO, and **Location #2** at 1617 Missouri Boulevard in Jefferson city, MO, and having examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

Location #1 = Total \$_____.

Location #2 = Total \$_____.

Locations #1 and #2 Final Total \$_____.

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

IF AN INDIVIDUAL

_____	_____
Name of individual	Residence address
_____	_____
Social Security Number	Telephone Number
_____	_____
Firm Name, If Any	
_____	_____
Address for communications	Signature

IF A PARTNERSHIP

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

IF A CORPORATION

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

Telephone Number	

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

00430

SUBCONTRACTOR LISTING

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

2. Portion of the Work:

Subcontractor name and address:

USE ADDITIONAL SHEETS
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

by _____

CONTRACT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Defect assessment.
- E. Alternatives.

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. Submit four copies of each application on Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Include an updated construction progress schedule.
- E. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer/Designer 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/Designer 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/Designer.
- D. Construction Change Directive: Architect/Engineer/Designer 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/Designer 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/Designer 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/Designer, it is not practical to remove and replace the Work, the Architect/Engineer/Designer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

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

END OF SECTION

COORDINATION AND MEETING REQUIREMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.

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. Coordinate completion and clean up of work of separate sections in preparation for Substantial Completion.

1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer/Designer will schedule a meeting after Notice of Award.
- B. Attendance Required: District engineer or representative, Architect/Engineer/Designer and Contractor.
- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer/Designer, participants and those affected by decisions made.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used.

01300

SUBMITTAL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Samples.
- F. Certificates.

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. Transmit each submittal with Architect/Engineer/Designer accepted form.
- 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/Designer 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. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 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/Designer 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/Designer'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. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer/Designer.
- 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 SAMPLES

- A. Samples For Review:
 - 1. Submitted to Architect/Engineer/Designer 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/Designer's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
 - 1. Submitted to Architect/Engineer/Designer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes for Architect/Engineer/Designer selection.
 - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

1.9 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer/Designer, 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/Designer.

END OF SECTION

01400

QUALITY CONTROL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.

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/Designer 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/Designer 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 nor responsibilities of the parties in Contract nor those of the Architect/Engineer/Designer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

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. 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

01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Controls: enclosures and fencing, protection of the Work and water control.
- B. Construction Facilities: progress cleaning and temporary buildings.

1.2 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.3 SECURITY

- A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

1.4 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

CONTRACT CLOSEOUT REQUIREMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties.

1.2 RELATED SECTIONS

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

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/Designer'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.

1.4 FINAL CLEANING

- A. Clean site.
- B. Remove waste and surplus materials, rubbish and construction facilities from the site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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.

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.

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

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

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

Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the 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.

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 B.
- 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 C.

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: **Cole County**. The **Annual Wage Order # 20** is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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

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** 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.

Preferences

- a. 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.**
- b. 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.

Time of Completion

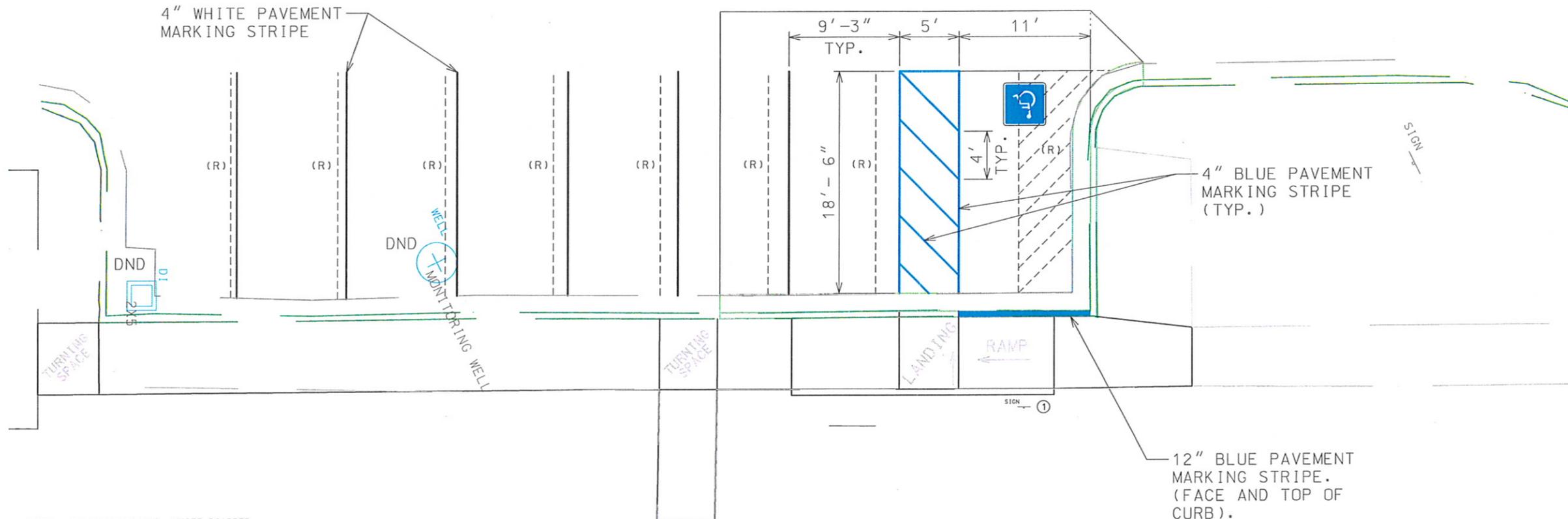
If this bid is accepted, it is hereby agreed that work will begin no later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within fifteen (15) **working days per location** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

A Working Day

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

REMOVALS

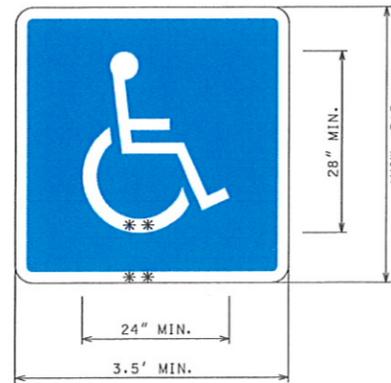
1) REMOVE EXISTING PAVEMENT MARKING



NOTE: BLUE BACKGROUND, WHITE BORDER AND WHITE SYMBOL.

** 3" STROKE WIDTH (MIN.)

NOTE: THE BASE OF THE SIGN SHALL BE MOUNTED ON A POST 60 INCHES (MIN.) ABOVE THE GROUND.



PREFERRED

OR



①
ACCESSIBLE PARKING SIGN

**INTERNATIONAL SYMBOL OF
ACCESSIBILITY PARKING SPACE
PAVEMENT MARKING**

**PAVEMENT MARKING
SHEET**

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED
4/2/2014

ROUTE STATE

CD DISTRICT SHEET NO. MO 6

COUNTY

COLE

JOB NO.

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION

DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL

JEFFERSON CITY, MO 65102

1-888-ASK-MODOT (1-888-275-6636)

MODOT

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

