



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

SPECIFICATIONS

FOR

CONSTRUCTING OR IMPROVING

IFB 9 – 070808

DISTRICT 2
HEATING, VENTILATION, AND AIR CONDITIONING SERVICES
Various Locations

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

REQUEST NO.	9-070808
DATE	July 11, 2007
PAGE NO.	1 NO. OF PAGES 5

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

1:00 PM LOCAL TIME; August 8, 2007

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

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

F.O.B. Destinations

Various Locations as Shown Below

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

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

SUPPLIES OR SERVICES

001 **The purpose of this solicitation is to establish a term time and materials price agreement for:**
002 **Commercial Heating, Ventilation, and Air Conditioning (HVAC) Service (Hourly Labor).
Supplies installed and or consumed for HCAC Service Calls and Projects.**

Contractors must comply the following scope of work.

Contractors must comply with attached terms and conditions (6-pages).

(SEE LAST PAGE FOR CONDITIONS AND INSTRUCTIONS)

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

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

Form E-103 (Rev. 2-96)

“Notice to Contractors

Bids for establishing a term Time & Material Heating, Ventilation, Air Conditioning Services Price Agreement for the North Central District 2 Heating, Ventilation, Air Conditioning Service, will be received by the Missouri Department of Transportation at its Office Complex located at **1320 Creek Trail Drive, P.O. Box 270, Jefferson City, MO 65102, until 1:00 p.m. August 8, 2007**. Contact Clayton Hanks by calling 573-522-9565 or by e-mail at Clayton.Hanks@modot.mo.gov to request copies of the Contract forms, specifications, plans, and information; or electronically download them at no charge from http://www.modot.org/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

Prevailing wage as established by the Missouri Department of Labor and Industrial Relations, for Adair, Putnam, Schuyler, Sullivan, Mercer, Grundy, Livingston, Linn, Macon, Randolph, Chariton, Carroll, Saline and Howard counties apply.

SCOPE OF WORK

Project and service calls for commercial HVAC services may be required in the North Central District which includes Macon Missouri, and various locations in Missouri counties of Adair, Putnam, Schuyler, Sullivan, Mercer, Grundy, Livingston, Linn, Macon, Randolph, Chariton, Carroll, Saline and Howard.

1.1. Requirements – General

- 1.1.1. The contractor shall provide Commercial HVAC work for the Department of Transportation (MoDOT) at various buildings located at North Central District – 2: Macon Headquarters and various locations in thirteen (13) counties, in accordance with the provisions and requirements specified herein. The contractor shall provide Commercial HVAC Services on an as-needed, if-needed basis: (1) on an “hourly work” basis, and/or (2) on an “HVAC project” basis as described below. The contractor shall understand and agree that MoDOT cannot guarantee any amount of the contractor’s HVAC services that may be required.
- 1.1.2. “Hourly work” shall be defined as occasional assistance of one (1) or more persons on a temporary basis in District Two - Macon Headquarters and its Fourteen Counties.
- 1.1.3. “HVAC project” shall be defined as work involving Commercial HVAC installation and demolition services during the agreement period that may include, but may not be limited to: water piping; sanitary drainage; condensate piping; and compressed air piping - high pressure air system (over 100 p.s.i), low pressure air system (below 100 p.s.i); and testing. HVAC installation and demolition services may include adding service/components to accommodate relocation, reconfiguration of existing HVAC systems, and providing testing and balancing associated HVAC systems in MoDOT buildings located in the specified counties.

1.2. Requirements – Performance

- 1.2.1. The contractor must provide qualified personnel to provide Commercial HVAC services in a manner satisfactory to and acceptable by MoDOT.
- 1.2.2. The contractor must provide skilled, experienced HVAC Craftsman directly employed and supervised by the contractor and shall agree and understand that any and all HVAC services performed pursuant to the agreement must be performed by and under the supervision of such HVAC Craftsman.
- 1.2.3. Any person providing HVAC services pursuant to the agreement, including the HVAC craftsman, shall be subject to the approval of MoDOT.
- 1.2.4. The contractor’s workmanship shall meet or exceed the current ASHRAE standards, BOCA codes, International HVAC Codes, NEC, NFPA, SMACNA standards, manufacturer’s recommendations, and other jurisdictional codes as required.
- 1.2.5. Since each HVAC service may differ in specific detail, the contractor shall familiarize himself/herself and perform work in a professional manner, so as to coincide with each building system.
- 1.2.6. Unless otherwise specified herein, the contractor shall provide all tools, equipment, building materials, and supplies necessary for performing the HVAC services specified herein. However, MoDOT reserves the right to furnish some building materials.
- 1.2.7. Prior to performing any HVAC services pursuant to the agreement, the contractor and/or contractor’s employees must contact the MoDOT Building Manager or his/her designated representative.
- 1.2.8. The MoDOT project coordinator or designee reserves the right to observe and witness any and/or all HVAC services performed pursuant to the agreement.
- 1.2.9. The contractor shall provide services during regular time as well as overtime. Regular time and overtime are defined The Missouri Division of Labor Standards.
- 1.2.10. Hourly Work Requirements: If requested by MoDOT, the contractor shall provide one (1) or more persons to provide HVAC services on a temporary, hourly work basis.
- 1.2.11. The contractor must provide HVAC services **within ten (10) working days** after receiving notification from MoDOT of the need for such services.
- 1.2.12. In cases that are identified as an **emergency** by the Building Manager of his/her representative, HVAC service response must be **within six (6) hours** after receiving notification. This response time is required around the clock every day of every year.
- 1.2.13. Contractor may not assign their obligation to another company.
- 1.2.14. MoDOT reserves the right to perform any of the work described in this agreement with its own employees.
- 1.2.15. This shall not restrict MoDOT to use this particular contractor in subsequent projects bid out to General Contractors. MoDOT reserves the right to bid out service projects, based on project size, cost effectiveness, time-constraints, etc. when necessary to obtain best value.

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

- 1.3.1. If HVAC service need is considered a “HVAC Project”, MoDOT shall notify the contractor of the HVAC work required and of a general description of the project.
- 1.3.2. By no later than one (1) calendar week after notification by MoDOT, the contractor must inspect the job site of the service project and must provide MoDOT with a written work plan which, at a minimum, contains the following information:
 - The labor and materials required to accomplish the service project.
 - The number of hours required to accomplish the service project.
 - A guaranteed not-to-exceed price for completing the service project utilizing the firm, fixed prices stated on the Pricing Page and the applicable classifications.
 - A complete list of parts and/or materials (not including tools and equipment) needed to complete the service project.
 - The contractor may be required to provide design documentation (blueprints) as a portion of the written work plan and “as built” drawings.
 - MoDOT will supply recommended form.
- 1.3.3. MoDOT shall review the work plan and shall have the right to request modifications, changes, or additional elaboration to the written work plan in order to ensure successful completion of the service project according to MoDOT’s needs. MoDOT reserves the right to accept or reject all or any portion of the contractor’s written work plan. In addition, MoDOT reserves the right, after viewing the contractor’s written work plan, to bid out the “service project” when necessary to obtain best value.
- 1.3.4. If the contractor’s written work plan is accepted, the MoDOT Building Manager or his/her designated representative shall sign the work order releasing the contractor approval to proceed with the service project. The contractor shall not begin providing the HVAC services until written approval to proceed is received from MoDOT.
- 1.3.5. By no later than two (2) calendar weeks after receiving written approval to proceed from MoDOT, the contractor shall provide the HVAC services as approved in the written work plan and as necessary for completing the service project within the time frames approved in the written work plan.
- 1.3.6. The contractor shall agree and understand that MoDOT shall have the right to make changes in the requirements of a service project (size, configuration, etc.) prior to and during the contractor’s work on the service project.
- 1.3.7. If MoDOT notifies the contractor of such changes, the contractor must submit a written change order to MoDOT if there are any changes to the approved written work plan as a result of MoDOT’s changes in the requirements of the service project (e.g. types of HVAC services, number of hours of each type of HVAC service, the guaranteed not-to-exceed price, parts and/or materials, time frames for completion of the service project).
- 1.3.8. The contractor must again receive MoDOT’s written approval signature on the change order before proceeding with the changes specified in the change order before deviations from the approved written work plan on that particular service project shall be allowed.
- 1.3.9. Upon completion of a service project, MoDOT project coordinator shall inspect the service project and notify the contractor of the acceptability of the completed service project and verify the completion date. If the service project is not acceptable to MoDOT, the contractor shall take corrective action as determined necessary by MoDOT project coordinator.

1.4 Requirements – Other

- 1.4.2 A binding agreement shall consist of: (1) this IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) MoDOT's acceptance of the bid by letter. All Exhibits and Attachments included in this IFB shall be incorporated into the final price agreement by reference.
- 1.4.3 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the contractor must receive authorization from the MoDOT Building Manager or his/her designated representative prior to any services being performed.
- 1.4.4 The agreement expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 1.4.5 Any change to the agreement, whether by modification and/or supplementation, must be accomplished by a formal change order signed and approved by and between the duly authorized representative of the contractor and MoDOT or by a field work-order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from MoDOT, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.
- 1.4.6 Agreement Period: The agreement shall remain in effect for one year from the date of official notification letter and may be renewed for two, one-year periods if agreed upon by MoDOT and the contractor.

PRICE PAGE

HVAC Service Work - The bidder shall provide a firm fixed price in the tables below, for regular time and overtime for providing HVAC services in Adair, Putnam, Schuyler, Sullivan, Mercer, Grundy, Livingston, Linn, Macon, Randolph, Chariton, Carroll, Saline and Howard Counties. All costs associated with providing the required services shall be included in the stated price(s). Work hours will include, travel time to the work site only, with no travel time allowed on the return trip. Travel time will begin when contractor leaves for proposed work site.

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

Item	<u>Labor Description</u>	<u>Regular Time</u> "Hourly rate"	<u>Overtime Rate</u> "Hourly rate"
001	HVAC Services	\$	\$
002	Laborer Skilled	\$	\$

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

Item 003	% Over actual net cost for parts/materials	_____ %
---------------------------	---	---------

Authorized Signature of Offeror:

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

- e. Modifications/Change Orders cost shall not allow overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor 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 accomplish any approved modification.

Subcontracting

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

Invoicing and Payment

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

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

Remedies and Rights

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

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

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

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

Status of Independent Contractor

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

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

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

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

PRODUCTS

- a. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. Provide interchangeable components of the same manufacture for components being replaced.
- b. All material used must be of First (1st) Rate material, free of any defects. If and when requested by the Commission, the contractor shall supply copies of material samples, color charts, etc. to District 2 – General Services/Facilities Maintenance located at North Central District, US Route 63 • P.O. Box 8 • Macon, MO 63552.
- c. Samples shall be supplied to the Central Office at the contractor's own expense.

PRODUCT OPTIONS

- a. All specifications that specify manufacture's brand name and/or model number are for reference purposes only. Contractors are encouraged to bid functional equivalents. MHTC evaluation of "functional equivalents" shall be final.

SUBSTITUTIONS

- a. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- b. 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.
- c. 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.

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.

Information and Reports

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

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

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following counties: Adair, Putnam, Schuyler, Sullivan, Mercer, Grundy, Livingston, Linn, Macon, Randolph, Chariton, Carroll, Saline and Howard. The Annual Wage Order #14 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

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

Award

Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

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.
- b. 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

- c. 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**.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Temporary Suspension of Work

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

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

Cancellation of Contract

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

Liquidated Damages

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

Environmental Issues

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