

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES PROCUREMENT
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64064**

REQUEST NO.	KC-B13-047
DATE	APRIL 7, 2014
PAGE NO.	1
NO. OF PAGES	33

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 PM CST, April 21, 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

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Toni Terry Senior General Services Technician	BUYER TELEPHONE:	816-347-4112
		BUYER EMAIL:	Toni.Terry@modot.mo.gov

SUPPLIES OR SERVICES

To establish a contract to furnish **mowing services** within the Kansas City District (See Attachments) with an effective date of Notice to Proceed and ending April 30, 2015 in accordance with the following pages.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide mowing services. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

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.

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

(SEE ATTACHED FOR 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	Title: _____
Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide **mowing services** within the Kansas City, Missouri area with an effective contract period of Notice to Proceed through April 30, 2015, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., CDT/or CDST, April 21, 2014.**

RFB COORDINATOR:

Toni Terry, Sr. General Services Technician
Missouri Department of Transportation, General Services
600 NE Colbern Road
Lee's Summit, MO 64086

PHONE: 816-347-4112

FAX: 816-622-0070

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of mowing services as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Pricing Page
 - 4) Bid Submission
 - 5) Vendor Information and Preference Certification Form
 - 6) Anti-Collusion Statement
 - 7) Annual Worker Eligibility Verification Affidavit
 - 8) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The scope of work for this project is to provide the management and performance of vegetation management within Commission right of way for the entire geographical limits of the Kansas City “Downtown Loop” and adjacent interstate roadways, as defined elsewhere in this contract. The contractor shall also be responsible for any traffic control necessary to satisfy the requirements of this contract.
- 2.1.2 This contract does not require payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract.
- 2.1.3 This contract requires the contractor to keep the vegetation within the contract limits in the conditions described in the following outcomes.
- 2.1.4 The contractor shall maintain the turf height between 5” and 12”. Vegetation management shall consist of mowing grassed or vegetated roadside areas including areas that may require the use of specialized equipment and hand trimming around fixed objects. Routinely mowed areas include but are not limited to shoulders, front and back slope, roadside ditch bottoms, raised median islands and various width utility strips. Hand labor may be required to perform the specified work in areas that are inaccessible to mechanized equipment or as required by the engineer. Vegetation to be mowed shall consist of planted or naturally occurring grasses, weeds, and other vegetation, both herbaceous and woody, excluding landscaped ornamental plantings.
- 2.1.5 Prior to mowing or other mechanical treatment, the contractor shall be responsible for the removal and disposal of all litter greater than approximately 6” X 6” (**litter that may be scattered by the contractor's mowing operations**). Any litter scattered by the contractor's mowing operations shall be immediately picked-up and disposed of by the contractor at the end of each mowing. The Commission performs routine litter pick up throughout the project limits, but the contractor will be required to pick up litter as described above.
- 2.1.6 The contractor shall inform the engineer of any unusual items at a mowing location, such as dead animals and hazardous wastes. The Commission will properly dispose of these items unless otherwise directed by the engineer.
- 2.1.7 Vegetation height around roadside features (guard rail, signs, light poles, delineators, etc.) must be maintained at a height between 5” to 12”. Trimming shall be performed around fixed objects within the roadway right-of-way including but not limited to sign posts, delineator posts, drainage structures, guardrails, fences, bridge ends, curbs, trees, rock outcrops, or other fixed objects, as directed by the engineer. Trimming may be performed either concurrently with the mechanized mowing operations or following the completion of mowing.
- 2.1.8 It is intended that the work will be completed in a neat, workmanlike manner. The turf shall exhibit a uniform appearance and height without skips, streaking or scalping. Mowed areas of different widths shall be connected to produce smooth flowing transitions. Cuttings shall be evenly distributed over the mowed area. No large clumps of cuttings shall remain after mowing. Gapped, rolled down or uncut areas will not be considered acceptable. The contractor shall not pile dead grass clippings on drainage structures within the right of way. If this condition is found, it will be the contractor’s responsibility to remove said vegetation and clean the interior of the drain that was covered. If the contractor fails to clean the area in question, the Commission will clean the area and deduct the cost from the contractor’s next invoice.
- 2.1.9 Mowing equipment used by the contractor shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The mowers supplied shall have the capability of mowing to a cut height of five (5) inches.

- 2.1.10 Where the limits of mowing and trimming have been previously established by the Commission, or natural landscaping has been preserved, mowing shall conform to the established mowing contours unless otherwise excluded by the engineer.
- 2.1.11 At the conclusion of the contract, a final treatment will be applied so that the vegetation height shall not exceed 7”.
- 2.1.12 The contractor shall not create ruts greater than 3 inches in depth. The contractor shall not beat or destroy the turf. No lawn scalping is allowed.

2.2 Contract Limits

- 2.2.1 The following quantities shown are the total estimated acres to be managed over the term of the contract.
- 2.2.2 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Unit	Description	Total Acres	Cost Per Acre	Cost Extension
1	(SW Leg) I-35 from KS State Line to I-670 (Cambridge St. north up to 17 th St.)	33.7		
2	(West and North Side of Loop), I-35 from I-670 (17 th St. to Charlotte St.) (Includes I-670 west of Bartle Hall and /or Wyandotte St. to west of Genese St.)	61.4		
3	(NE Leg) I-29/I-35/Rte71 from Independence Ave (Route 24) and continuing north to 16 th Bedford Avenue	31.5		
4	(East Side of Loop) I-35/I-70 going east from Charlotte and south from Independence Ave (Route 24) going south and east to Paseo (includes I-670 east of the Sprint Center)	46.2		
	Total Acres	172.8		
Total Amount			\$	

- 2.2.3 The total area computed for purposes of this contract includes the full width of right of way within the specified project limits. Areas for the contract were computed by the Commission, based on available information and will be used for bidding purposes. No final measurement will be made.
- 2.2.4 On-Site Review - All prospective bidders are strongly encouraged to make an on-site review of the described contract limits prior to the opening of bids. It shall be conclusively presumed that the bidder has a clear understanding of the areas included in this contract and the scope of work required.

- 2.2.5 Contract Limit Changes - If the engineer determines that it is necessary to make an addition or deletion to the contract limits, the change will be handled in accordance with sections 104.3 and 109.3 of the Standards and Specifications located on MoDOT's web page at www.modot.mo.gov under Business.

2.3 Performance Criteria and Tolerance

- 2.3.1 For all grass species, vegetation height shall not be less than 5 inches or greater than 12 inches in height. If more than 15% of the contracted unit exceeds 12 inches in height, as determined by the engineer, the unit shall be treated, to be brought back into compliance. If the unit can be brought back into compliance by treatment of only that part of the unit that is out of compliance the contractor shall treat the unit accordingly and contact the engineer for approval.
- 2.3.2 No mechanical shredding of litter is allowed.
- 2.3.3 The contractor shall maintain the vegetation height around all fixed objects uniform with the roadside vegetation height.
- 2.3.4 All mowing shall be of a high quality to present a neat uniform appearance.
- 2.3.5 At the end of the Contract Term, as defined elsewhere in this contract, the vegetation height shall not exceed 7 inches in height.

2.4 Contacts for Contractor/Bidder Questions

- 2.4.1 All questions concerning this project during the bidding process shall be forwarded to the project contacts listed below:

Griffin Smith, Assistant District Maintenance Engineer
Missouri Department of Transportation
600 Northeast Colbern Road
Lee's Summit, MO 64086
Phone: 816-607-2132
Email: griffin.smith@modot.mo.gov

Danny Woods, District Roadside Manager
Missouri Department of Transportation
600 Northeast Colbern Road
Lee's Summit, MO 64086
Phone: 816-622-0449
Email: danny.woods@modot.mo.gov

2.5 Term of Contract

- 2.5.1 Contract Period - The contract shall commence from the date of Notice to Proceed until April 30, 2015, with up to two (2) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.5.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.

- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6 Contract Termination

2.6.1 Termination of Contract for Convenience of the Commission - The Commission may terminate the entire contract or any portion thereof, if the engineer determines that a termination is in the Commission's interest. The engineer will deliver to the contractor and surety a notice of termination specifying the extent of termination and the effective date.

2.6.2 Submittals and Procedures - After receipt of a notice of termination, the contractor shall immediately proceed with the following obligations:

- a. Stop work as specified in the notice.
- b. Place no further subcontracts or orders for material, supplies, services or facilities, except as necessary to complete the portion of the contract that has not been terminated.
- c. Terminate all subcontracts to the extent they relate to the work terminated.
- d. Settle with subcontractors and suppliers all outstanding liabilities arising from the termination.
- e. Transfer title and deliver to the Commission, work in progress, completed work, supplies and other material produced or acquired for the work terminated, and completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would be required to be furnished to the Commission.
- f. Complete performance of the work not terminated.
- g. Take any action that the engineer directs to protect and preserve contract-related property that is in the possession of the contractor in which the Commission has or may acquire an interest.

2.6.3 Settlement Provisions - When the Commission orders termination of all or a part of the contract effective on a certain date, completed items of work as of that date including the work under any subcontract will be paid for at the contract price. Payment for partially completed work will be made either at agreed prices or under the provisions below.

- 2.6.4 Additional Cost Review - If the contractor and the engineer fail to agree on the whole amount to be paid the contractor because of the termination of work, the Commission will pay the amounts determined as follows, but without duplication of any amounts agreed upon in Section 108.11.2:
1. For contract work performed before the effective date of termination, the total (without duplication of any items) of:
 - a. The actual cost of work performed.
 - b. A sum for profit on the actual cost of work performed as determined by the engineer to be fair and reasonable. The engineer will allow no profit under this section if the contractor's costs incurred on work performed exceed the contract prices paid.
- 2.6.5 The contractor shall maintain and make available all project cost records to the engineer for audit to the extent necessary to determine the validity and amount for each item requested. This includes but is not limited to all items described in Section 105.16.8. These records and documents shall be made available to the engineer at the contractor's office, at all reasonable times, without any direct charge. If approved by the engineer, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
- 2.6.6 Effect of Termination - Termination of the contract or portion thereof shall not relieve the contractor or surety of contractual responsibilities for the work completed, or their obligation for and concerning that part of the contract not terminated or any just claim arising out of the work performed.
- 2.6.7 Work Plan and Schedule - At least thirty (30) days prior to commencing the work, the contractor shall provide a proposed work plan for accomplishing the required work. The work plan shall include a written list of equipment, personnel, and a typical schedule for completing the work.
- 2.6.8 The work plan will be reviewed by the engineer to determine if adequate personnel and equipment is scheduled to complete the work within the required number of working days. If, in the judgment of the engineer, the work plan is inadequate, the engineer and contractor shall meet for a joint review of the plan to correct and adjust the plan and schedule as necessary. The contractor shall provide a revised work plan and schedule at least seven (7) days prior to commencing the work.
- 2.6.9 If the contractor has more than one Commission contract for roadside mowing, the engineer and the contractor will jointly determine the priority of the work. The priorities of the work plan will be determined by the needs of the Commission and not the contractor's convenience of work location.
- 2.6.10 No direct payment will be made for furnishing the work plan or revisions. Failure to submit the work plan and schedule will result in withholding monthly payments to the contractor until an acceptable document is received.
- 2.6.11 It is the contractors' responsibility to determine the most feasible work plan and schedule consistent with the requirements of the contract.
- 2.6.12 Quality Management Plan - A Quality Management Plan shall be delivered to the Commission within 30 days of receipt of the executed contract. The Quality Management Plan shall describe in detail how the Contractor shall monitor its own performance to ensure that the Performance Criteria and outcomes are to be achieved. The Quality Management Plan shall define the procedures to ensure that all work meets or exceeds the Performance Criteria contained herein.

2.7 Traffic Control

- 2.7.1 Except during working hours, the contractor shall not park vehicles or store equipment or materials closer than 30 feet from the edge of the nearest lane carrying traffic, unless the equipment, vehicles, or materials are located in a properly protected area or an off-site storage area or as otherwise directed by the engineer. The contractor shall not park any vehicles or store any equipment in any lane of travel at any time.
- 2.7.2 All service and supply operations shall be conducted at least 30 feet from the edge of pavement. No supply vehicle shall enter the median for any purpose except as necessary to repair or remove inoperable equipment.
- 2.7.3 Handling traffic shall conform to the applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows:
- 2.7.4 When operating mowing equipment within 30 feet of the edge of pavement, standard 48 inch orange warning signs with the legend "MOWERS AHEAD" shall be placed a maximum of one mile in advance of the operation, and at intervals not to exceed one mile within the operation. Signs shall be erected for both directions of traffic when working in the median. Signs shall be erected on approaching ramps and major side roads as necessary or as directed by the engineer. The contractor shall place all signs prior to beginning work and shall relocate the signs as work progresses.
- 2.7.5 The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.
- 2.7.6 Holiday Work - No work shall be allowed on the specified holidays, the business day prior to and after, or during the weekend of the following holidays: Easter, Memorial Day, 4th of July, Labor Day.
- 2.7.7 Special Event Restrictions - Additional restrictive hours may occur prior to and after unforeseen special events, as directed by the engineer.
- 2.7.8 No direct payment will be made for furnishing, installing, maintaining, or removing traffic control devices.

2.8 Periodic Inspection

- 2.8.1 Periodic Inspection - The engineer will perform periodic inspections to determine whether the units are in compliance. If any unit or units are determined by the engineer to be out of compliance the engineer shall notify the contractor in writing and the contractor shall have 10 calendar days to correct deficiencies. If deficiencies are not corrected within 10 calendar days, then Liquidated Damages apply as described elsewhere in this contract. Upon correction of the deficiencies, the contractor shall notify the engineer for a re-inspection.

2.9 Mobilization

- 2.9.1 There will be no direct payment for mobilization. All costs for mobilization shall be considered included in the cost of the individual contract pay items included in the contract.

2.10 Liquidated Damages

- 2.10.1 If unsatisfactory conditions identified in the Periodic Inspections are not corrected in the specified 10 calendar days, then the contractor will be charged liquidated damages in the amount of \$400.00 per calendar day until the conditions are corrected to the satisfaction of the engineer. Actions by the contractor that result in damage to turf, trees, curbs, sidewalks, pavement, signs, structures, mail boxes, delineators, or other appurtenances shall be repaired or replaced to the satisfaction of the engineer at the contractor's expense. Ruts, tire tracks, and other disturbed areas caused by the contractor shall be repaired or filled with approved topsoil and re-seeded as directed by the engineer at the contractor's expense.

2.11 Method of Measurement and Basis of Payment

- 2.11.1 Final measurement of mowed and trimmed areas will not be made except for authorized changes or where appreciable errors are found in the contract quantity. Measurement of mowed and trimmed areas will be made to the nearest acre where required. The revision or correction will be computed and added to or deducted from the contract quantity.
- 2.11.2 An appreciable error is defined as an error resulting in a change in quantity of 10 percent from the original contract quantity of an item, or an error resulting in a monetary change of at least \$5,000.00 from an original contract item.
- 2.11.3 Payment will be made for contract quantities except when authorized changes are made to contract, or if an appreciable error is found in contract quantities. Payment will be considered full compensation for all labor, equipment, and material necessary to perform the described work.
- 2.11.4 Payment for vegetation management for the duration of the contract will be made in seven monthly installments. Each monthly installment shall be 1/7 of the total contract amount minus deductions, if any, for liquidated damages. The total contract amount is calculated by multiplying the unit bid price per acre, times the total contract quantity.

2.12 Contract/Purchase Order

- 2.12.1 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.

2.13 Invoicing and Payment Requirements

- 2.13.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.13.2 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.
- 2.13.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.
- 2.13.4 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

- 2.13.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.13.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.13.7 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.

2.14 Insurance

- 2.14.1 The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
 - 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$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.

2.15 Safety Plan and Expectations

- 2.15.1 This contractor shall submit to the engineer a project Safety Plan (SP) for all work performed by the contractor and all subcontractors. The purpose of the SP is to encourage and enable all work to be performed in the safest possible manner and that all parties involved are aware of their individual responsibility for safety on the jobsite.
- 2.15.2 The Safety Plan shall be completed by the contractor and provided to the engineer prior to the beginning of any construction activity or phase on the project.
- 2.15.3 The contractor shall designate a person to serve as Project Safety Manager (PSM). The PSM shall be responsible for implementing and overseeing the Safety Plan. The PSM is not required to be present on the project at all times, but must be available to address safety issues and needs.
- 2.15.4 The Project Safety Manager shall make revisions to the Safety Plan as necessary. Any new project activities or phases shall be included in the SP prior to work beginning on that activity or phase.
- 2.15.5 Emergency Preparedness - The Safety Plan shall outline and detail for all workers, the specific procedures and actions necessary to respond to a jobsite emergency and the measures taken to communicate these requirements to all workers.
- 2.15.6 The Safety Plan shall include a list of local emergency contacts including phone numbers. A copy of the emergency contact list shall be accessible to workers. In the case where there is no cellular or land line phone service at the jobsite, the Safety Plan shall identify how to reach the nearest available phone service.

- 2.15.7 Project Safety Analysis - The Safety Plan should contain a basic Project Safety Analysis (PSA) that outlines the actions necessary to complete each activity or phase of the project. The SP shall include a general description of the primary activities or steps required to safely complete the project.
- 2.15.8 Safety Meetings - The Safety Plan shall include the types of safety meetings that will be required of and conducted by the contractor.
- 2.15.9 Safety Training - The Safety Plan shall identify the required safety training provided to the contractor's personnel. The contractor shall require that the appropriate safety training for the contractor's personnel is completed prior to the beginning of work on each activity or phase.
- 2.15.10 The SP shall identify the recommended safety training needs and PPE for MoDOT employees who will be exposed to the work activities. MoDOT will provide safety training and PPE to MoDOT employees based on MoDOT safety policies.

2.16 Safety Expectations

- 2.16.1 The following expectations are to be adhered to and addressed in the Safety Plan.
- 2.16.2 Orange safety vests shall be worn by all contractor personnel involved in mowing, trimming and litter pick-up and disposal. Orange safety vests or shirts must be conspicuous, reflective and highly visible, as defined in the American National Standard Institute's (ANSI) "Standard for High-Visibility Apparel" as published by the International Safety Equipment Association (ISEA) ANSI/ISEA 107-2004. Garments that meet this standard are known as Class III Safety Apparel, which requires a Class II safety vest or shirt.
- 2.16.3 All work shall be performed during daylight hours.
- 2.16.4 All equipment used in the execution of the contract, including but not limited to trucks, tractors, and supply vehicles, shall be equipped with either a white strobe light or an amber flashing light. The light shall be used when operating along or adjacent to the roadway. All mowing equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.
- 2.16.5 All manufacturer recommended safety devices shall be properly installed and maintained at all times that the equipment is in use. If, in the judgment of the engineer, any equipment is deficient in safety devices, the contractor shall immediately remove the equipment from service, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the engineer.
- 2.16.6 All mowing equipment shall have protective devices on the mower to prevent objects from being thrown into traffic.
- 2.16.7 There will be no direct payment for compliance with this Safety Plan provision.

2.17 Herbicides

- 2.17.1 All herbicides shall be certified for right of way use and approved by the Engineer and applied in accordance with all applicable State and Federal laws.
- 2.17.2 The contractor shall submit for approval, a "Request for Applying Herbicides" to the Engineer fifteen (15) business days prior to any proposed herbicide application. The submittal shall include the chemical name, proposed rate of application, proposed use, and Certified Pesticide Applicator's name. The contractor shall not perform any herbicide application until receiving written approval by the engineer.

- 2.17.3 The contractor shall maintain a daily log of every herbicide application, including chemical name, rates of application, and milepost locations. These logs shall be available to the Engineer at any time during the Agreement and become the property of the Commission at the end of the Agreement period.
- 2.17.4 Herbicide storage, application, and disposal shall be in accordance with all of the manufacturer's recommendations and with State and Federal laws rules and regulations. Herbicide storage and disposal shall not be allowed on MoDOT right of way.
- 2.17.5 Herbicides shall be applied under the direct supervision of a person licensed by the Missouri Department of Agriculture to apply herbicides.
- 2.17.6 Herbicides shall have an approved dye for inspection purposes.
- 2.17.7 Any person applying herbicide shall have in their possession all labeling associated with the chemical.
- 2.17.8 The contractor shall repair any damage that is a result of mishandling or misuse of materials at the contractor's expense to the satisfaction of the Engineer.
- 2.17.9 The contractor shall apply herbicides under the proper weather conditions as recommended by the manufacturer. No spraying will be done when wind is greater than ten (10) miles per hour.
- 2.17.10 The contractor's representative shall be available within a 24 hour timeframe to respond to any questions regarding herbicide applications. The contractor shall be responsible for all third party claims arising from herbicide applications.
- 2.17.11 The contractor shall follow the manufacturer's recommendations to preserve and protect endangered and threatened species both within and beyond the right-of-way.
- 2.17.12 Broadcast spraying is limited to areas approved by the Engineer.

2.18 Repair Seeding Mixture

- 2.18.1 When repairing damaged turf within the contract limits use the following seeding mixture. All seeded areas shall be mulched in accordance with Section 802.

Tall fescue7	80 lbs
Annual ryegrass	10 lbs
Perennial ryegrass	5 lbs
White clover	5 lbs
Oats	10 lbs
TOTAL	110 lbs / acre

- 2.18.2 There will be no direct payment for seed and mulch to repair areas disturbed by the contractor's activities.

2.19 History of Mowing Information for Bidders

- 2.19.1 Mowing information consisting of frequency of mowing events per year, equipment used, etc., does not constitute part of the bid or contract documents. This information is provided for the bidder's use in bid estimating. This information shall not be considered a representation of actual conditions to be encountered. Furnishing this information does not relieve a bidder or contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgment of the

bidder or contractor. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumptions the bidder or contractor may make from this information is at the bidder or contractor's risk; none are intended by the Missouri Highways and Transportation Commission. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this information to its detriment, delay or loss.

2.19.2 The historical mowing events for the contract limits are provided for information purposes only. Depending upon weather conditions, past mowing event frequency of this area ranges from 4 to 8 times per year.

2.19.3 Mowing Equipment Used. Reference to any specific commercial or non-commercial product, process or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Missouri Highways and Transportation Commission, the Missouri Department of Transportation or any of its employees or contractors. This equipment list is provided for informational purposes and the convenience of those accessing them only. By providing this information the Missouri Highway and Transportation Commission and the Missouri Department of Transportation do not intend to form a contract with any person, nor shall any of the information be relied upon by any person as forming a part of any contract. Contract specific requirements shall always control over the information provided on this list.

2.19.4 A mowing cycle has historically consisted of the following personnel and equipment ranging between the following two examples:

10 persons for 10 days using:

2 - 72" KutKwick
4 - 60" Grasshoppers
4 - String Trimmers

19 persons for 20 days using:

1- 72" AEBI
2 -72" KutKwick
8 - 60" Grasshoppers
8 - String Trimmers

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “Mowing Services”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Proposal/Bid Guaranty/Contract Bond - The bidder is directed to the “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” attached to the bid documents, regarding Bid Guaranty/Contract Bond requirements.
- 3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.7 Cost Determination - The low bid shall be determined by adding all the firm, fixed pricing for the original contract period to obtain a total price.
- 3.1.8 Contract Award - The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and best” principle of award.

4.2 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

2nd Renewal Period _____% of maximum increase and/or _____% of maximum decrease.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) 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; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<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>								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> 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

NOTICE OF COOPERATIVE PURCHASING

MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **Mowing Services** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Mowing Services** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

E-MAIL _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

) **SS.**

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program to be attached]

(Mowing Services)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ ,
as Principal and _____, as Surety are held and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in
the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation**
Commission, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for
furnishing (**Mowing Services**) as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and
if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract
and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the
satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise
to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the
Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal
sum above set out, together with court costs, attorney’s fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct
surety business in the State of Missouri.

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$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.

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/qc_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 A.
- 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 B.

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.

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

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.

Additional Requirements

- a. 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

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

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

Liquidated Damages

- a. In the event the successful Contractor fails to correct the condition within the time specified, the Department and the public will sustain damages because of such delay in correcting the condition, 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 \$400.00 per day**, for each assessable calendar day on which the condition has not been corrected, 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.

DESIGN DESIGNATION

A.A.D.T. - 2013 = N/A
 A.A.D.T. - 2033 = N/A
 T = N/A
 V = 45 M.P.H.

FUNCTIONAL CLASSIFICATION - INTERSTATE

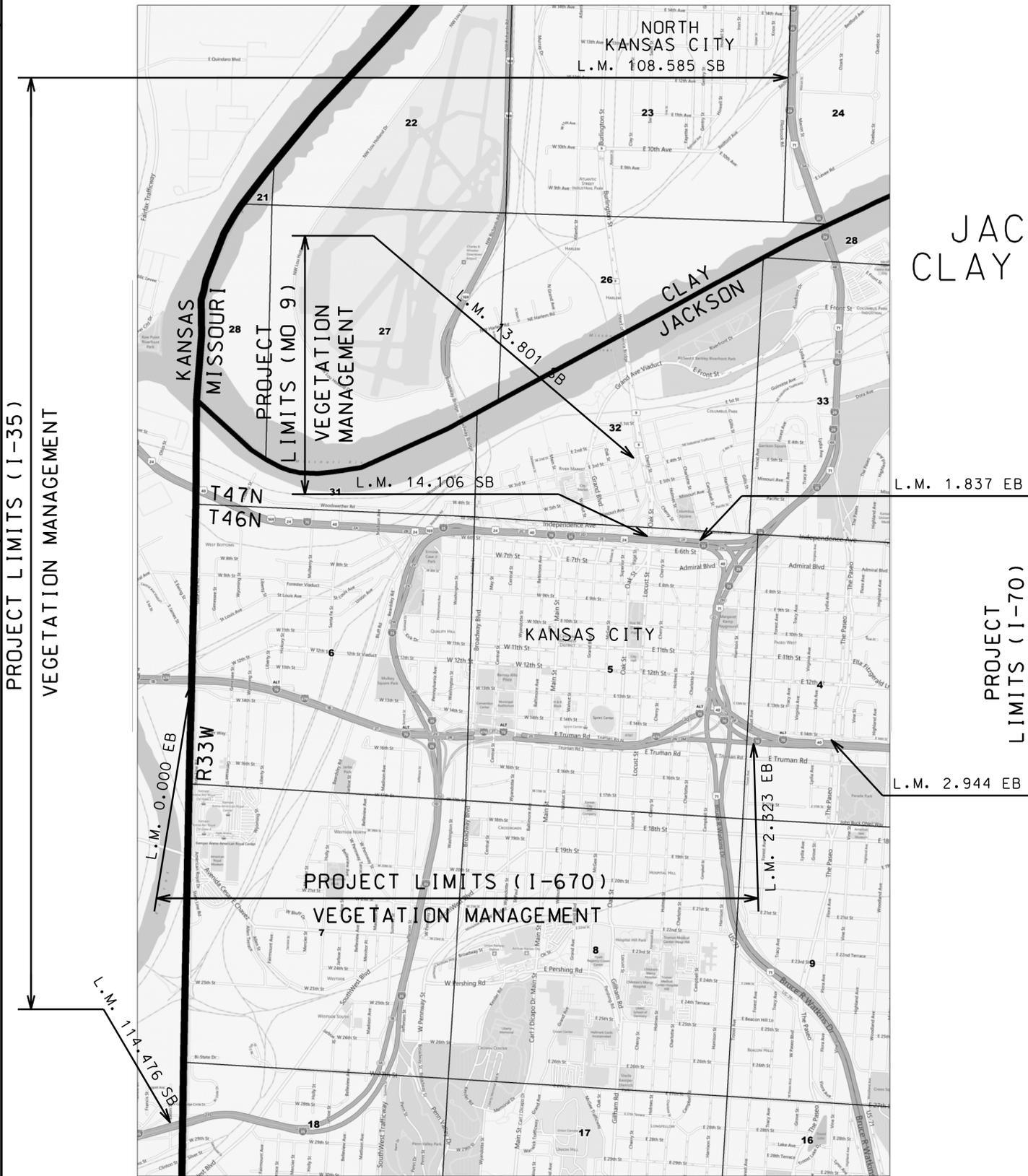
**NO RIGHT-OF-WAY
 TO BE ACQUIRED**

**CONVENTIONAL SYMBOLS
 (USED IN PLANS)**

- | | | |
|------------------------------|----------|-----|
| | EXISTING | NEW |
| BUILDINGS AND STRUCTURES | | |
| GUARD RAIL | | |
| CONCRETE RIGHT-OF-WAY MARKER | | |
| STEEL RIGHT-OF-WAY MARKER | | |
| LOCATION SURVEY MARKER | | |
| UTILITIES | | |
| FIBER OPTICS | | |
| OVERHEAD TELEPHONE | | |
| UNDERGROUND TELEPHONE | | |
| OVERHEAD POWER | | |
| UNDERGROUND POWER | | |
| GAS | | |
| WATER | | |
| MANHOLE | | |
| FIRE HYDRANT | | |
| WATER VALVE | | |
| WATER METER | | |
| DROP INLET | | |
| DITCH BLOCK | | |
| GROUND MOUNTED SIGN | | |
| LIGHT POLE | | |
| H-FRAME POWER POLE | | |
| TELEPHONE PEDESTAL | | |
| FENCE | | |
| CHAIN LINK | | |
| WOVEN WIRE | | |
| GATE POST | | |
| BENCHMARK | | |

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 PLANS FOR PROPOSED
 STATE HIGHWAY**



(NTS)
**JACKSON/
 CLAY COUNTY**

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET -----	1
TYPICAL SECTIONS (TS) (0 SHEETS)---	N/A
QUANTITIES (QU) (1 SHEETS)-----	2
PLAN-PROFILE (PP)-----	3-10
RIGHT OF WAY (RW)-----	N/A
REFERENCE POINTS (RP)-----	N/A
COORDINATE POINTS (CP)-----	N/A
SPECIAL SHEETS (SS)-----	N/A
TRAFFIC MANAGEMENT SHEETS (TC)-----	N/A
EROSION MANAGEMENT SHEETS (EC)-----	N/A
LIGHTING (LT)-----	N/A
SIGNALS (SG)-----	N/A
SIGNING (SN)-----	N/A
PAVEMENT MARKING (PM)-----	N/A
CULVERT SECTIONS (CS)-----	N/A
BRIDGE DRAWINGS (B)	
L07816-----	N/A
A07817-----	N/A
A####-----	N/A
A####-----	N/A
CROSS SECTIONS (XS)-----	N/A

LENGTH OF PROJECT

BEGINNING OF PROJECT	L.M. 108.585 (I-35SB)
END OF PROJECT	L.M. 114.476 (I-35SB)
BEGINNING OF PROJECT	L.M. 0.000 (I-670EB)
END OF PROJECT	L.M. 2.323 (I-670EB)
BEGINNING OF PROJECT	L.M. 13.801 (9 SB)
END OF PROJECT	L.M. 14.106 (9 SB)
BEGINNING OF PROJECT	L.M. 1.837 (I-70EB)
END OF PROJECT	L.M. 2.944 (I-70EB)
APPARENT LENGTH	9.626 MILES
EQUATIONS AND EXCEPTIONS:	N/A
TOTAL CORRECTIONS	0.00 MILES
NET LENGTH OF PROJECT	9.626 MILES
STATE LENGTH	9.626 MILES

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

DATE PREPARED
 12/12/2012
 ROUTE VAR. MO
 STATE MO
 DISTRICT SHEET NO. KC 1
 COUNTY JACKSON
 JOB NO. J4M0255
 CONTRACT ID.

PROJECT NO.
 BRIDGE NO.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
 JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-273-6636)

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUMMARY OF QUANTITIES

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

DATE PREPARED
12/12/2012

ROUTE VAR.	STATE MO
DISTRICT KC	SHEET NO. 2

COUNTY
VARIOUS

JOB NO.
J4M0255

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

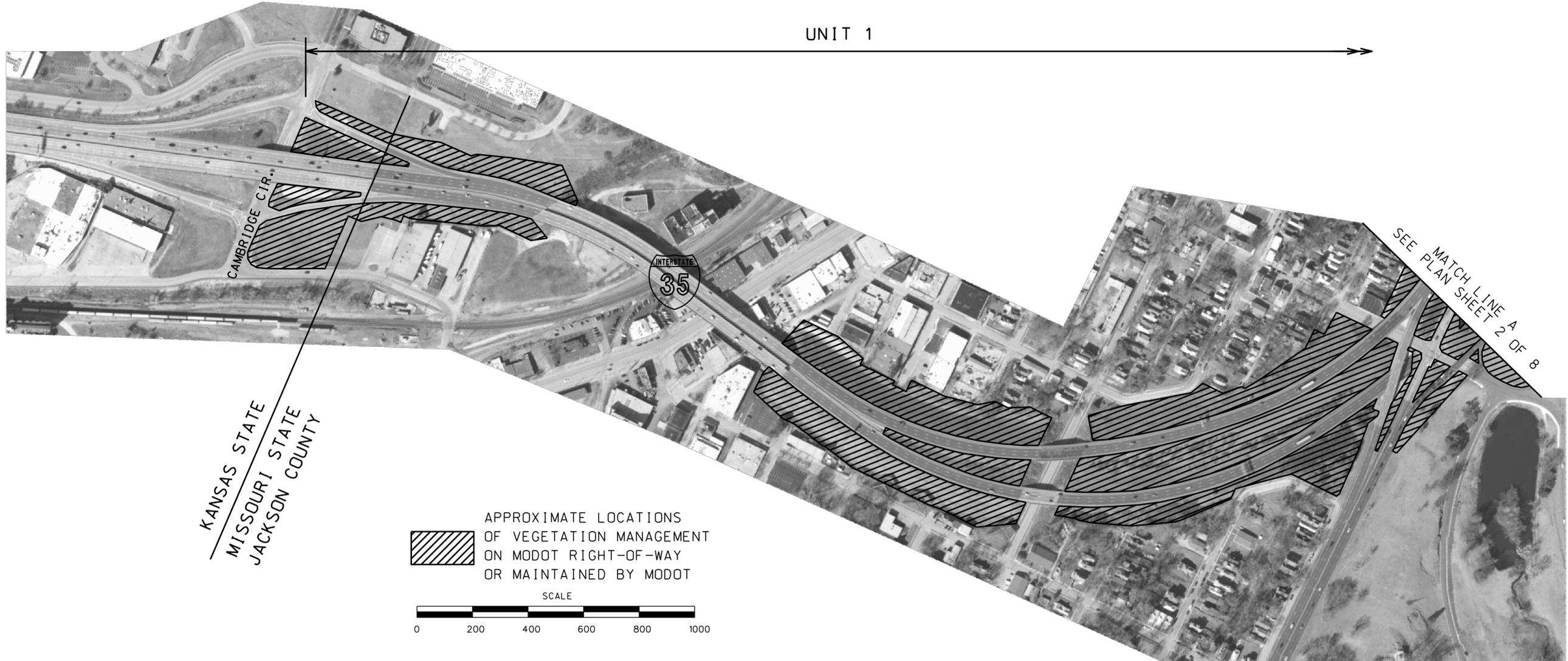
VEGETATION MANAGEMENT		
LOCATION	AREA (ACRE)	REMARKS
UNIT 1	33.7	I-35 FROM CAMBRIDGE CIR. TO W. 17TH ST.
UNIT 2	61.4	I-35 FROM W. 17TH ST. TO CHARLOTTE ST. W/ I-670 FROM STATE LINE TO I-35 W/ MO 9 FROM E. 3RD ST. TO I-35
UNIT 3	31.5	I-35 FROM MO 24 TO BEDFORD AVE.
UNIT 4	46.2	I-70 FROM CHARLOTTE ST. TO THE PASEO W/ I-35 FROM MO 24 TO CHARLOTTE ST. W/ I-670 FROM TRUMAN RD. TO I-70
TOTAL	172.8	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

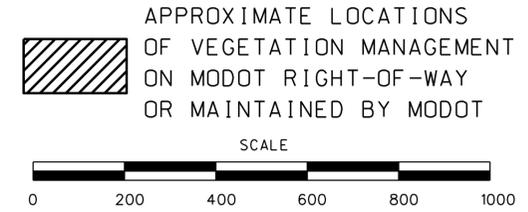


105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-273-6636)

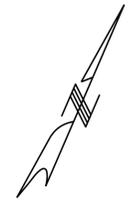
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED. REV.



KANSAS STATE
MISSOURI STATE
JACKSON COUNTY



UNIT 1



SEE MATCH LINE A OF 8
PLAN SHEET 2 OF 8

PLAN SHEET
1 OF 8

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DATE PREPARED 12/12/2012	
ROUTE VAR.	STATE MO
DISTRICT KC	SHEET NO. 3
COUNTY VARIOUS	
JOB NO. J4M0255	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-273-6636)

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

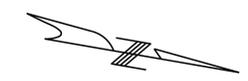
MATCH LINE F
SEE PLAN 5



 APPROXIMATE LOCATIONS
OF VEGETATION MANAGEMENT
ON MODOT RIGHT-OF-WAY



PLAN SHEET
6 OF 8



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NOT BE CONSIDERED
A CERTIFIED
DOCUMENT."

DATE PREPARED
12/12/2012

ROUTE STATE
VAR. MO

DISTRICT SHEET NO.
KC 8

COUNTY
VARIOUS

JOB NO.
J4M0255

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

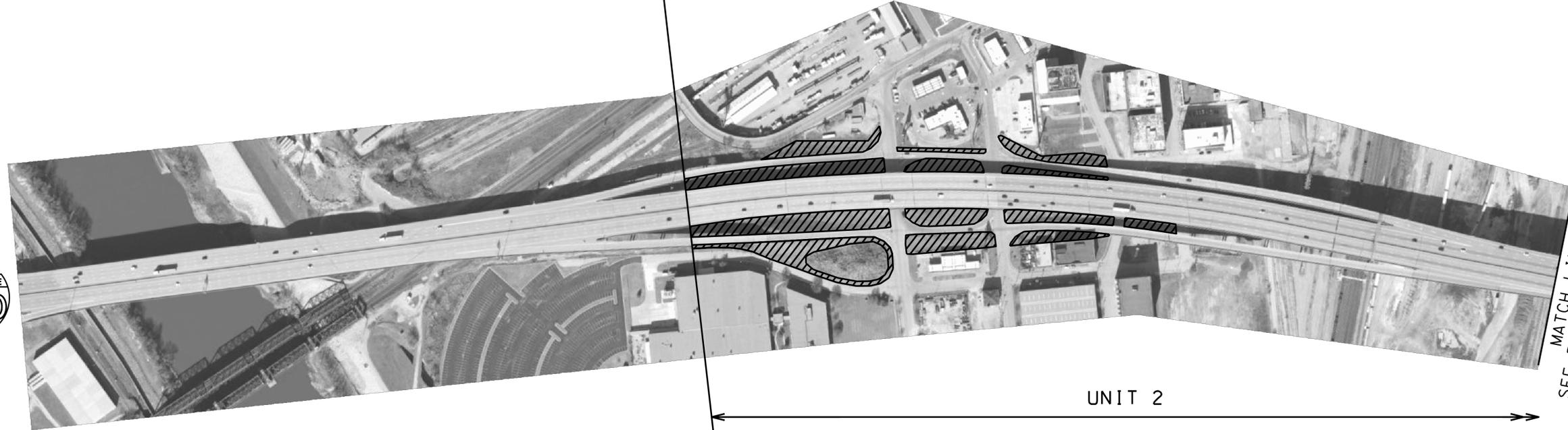
DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION



105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

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

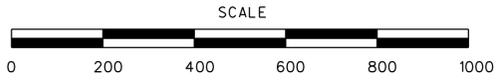


JACKSON COUNTY
MISSOURI STATE
KANSAS STATE

UNIT 2

MATCH LINE F
SEE PLAN SHEET 3 OF 8

APPROXIMATE LOCATIONS
OF VEGETATIVE MANAGEMENT
ON MODOT RIGHT-OF-WAY



PLAN SHEET
7 OF 8

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NOT BE CONSIDERED
A CERTIFIED
DOCUMENT."

DATE PREPARED
12/12/2012

ROUTE STATE
VAR. MO

DISTRICT SHEET NO.
KC 9

COUNTY
VARIOUS

JOB NO.
J4M0255

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION



105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

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

