



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

*****THIS DOCUMENT MUST BE RETURNED AS A SEALED BID*****

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

TODAY'S DATE: OCTOBER 23, 2014	BID DUE BY: NOVEMBER 4, 2014 BY 1:00 PM CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION BELOW)
TO BE COMPLETED: List Project Timelines, Components & System Types on PRICING PAGE on Page Two Below.	Bid #: KC-B15-012 **SEALED BID** THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: JUDY M. FRANKE, CPPB SR. PROCUREMENT AGENT 816-347-4111 JUDY.FRANKE@MODOT.MO.GOV
District Mailing Address: Missouri Department of Transportation Attn: Judy M. Franke, CPPB Procurement Division 600 NE Colbern Road Lee's Summit, MO 64086		Project Location: KANSAS CITY DISTRICT – PETTIS COUNTY US 65 and North Grand Avenue/Georgetown Rd.

SCOPE OF WORK

To establish a contract to furnish “**INTERACTIVE INTERSECTION WARNING SYSTEM**” installation at US 65 & North Grand Avenue/Georgetown Road in Pettis County in accordance with the following pages. With this being a remote location and these systems are a higher level priority MoDOT would like to see if there are any systems that would allow MoDOT to remotely check the health of the system once installed. MoDOT is looking for a system that would allow MoDOT personnel to remote in via a web based system to monitor the health of the system. Looking for information as to if it is detecting properly. Send alerts as to if power is out, bulb is out, etc.

Award decisions would be based on whether to pursue or not on what information and alerts the system could provide, how many users could access and what the monthly connection cost would be. Please see space on pricing page to list components and availability of system types.

SPECIFICATIONS all materials, equipment, and/or services bid upon must comply with; the Missouri Standard Specifications for Highway Construction, 2011 Edition http://www.modot.org/business/standards_and_specs/highwayspecs.htm , and any revisions thereto, except as revised herein, and the Missouri Standard Plans for Highway Construction, 2009 Edition, and any revisions thereto, except as revised herein.

Where applicable, only items on the latest revision of the Missouri Department of Transportation Approved Products List for Traffic Signals and Highway Lighting Equipment <http://www.modot.org/services/products/> will be accepted, as well as any other provisions outlined in the solicitation documents. The Contractor will be responsible for contacting Dig Rite prior to installation. Disposal of all salvage materials is the responsibility of the contractor.

AWARD of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award, in conjunction with availability of work dates to start the project and type of components to make our award decision. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

PAYMENT shall be paid in accordance with the firm, fixed price stated on the pricing page of this document after completion of services specified herein and acceptance by MoDOT. 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.

SCHEDULES the Contractor shall furnish the below MoDOT representative, with a planned work schedule within a minimum of 48 hours before work is to begin, unless other suitable arrangements are made by MoDOT. Contact information and preconstruction meeting details will be given to AWARDED VENDOR at a later date.

The bidder is directed to the “**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**” on pages 10-12, regarding ANNUAL WAGE ORDER , LIQUIDATED DAMAGES and INSURANCE LIABILITY requirements, as well as any other provisions outlined in the terms and conditions.

PRICING PAGE

LOCATION	DESCRIPTION	PROJECT COST and TIMELINES
<p>PETTIS COUNTY</p> <p>US 65 & N. Grand Ave. & Georgetown Road</p>	<p>INSTALL Interactive Flasher Warning System @ intersection of US 65 & N. Grand Avenue and Georgetown Road in Pettis County</p> <p style="text-align: center; color: blue;">See Six Plan Sheets Below for Details</p> <ol style="list-style-type: none"> 1. The system shall detect vehicles as far as 800 feet from the intersection of US 65 and North Grand Ave to activate a flashing beacon at the intersection warning traffic on North Grand/Georgetown RD of oncoming traffic. 2. The system shall use wired components for power and communications to and from the main controller location. 3. All equipment shall be installed on 15-foot long, 4-1/2 inch diameter aluminum posts, with pedestal bases on Type C concrete bases. 4. Detection shall have low power consumption, 3 Watts or less, and have zero setback capability. 5. The contractor shall update the existing NEMA shelf mount controller to a rack mount controller. This will replace the existing shelf mount controllers and add the new controllers. 6. Contractor will use existing power supply. Contractor shall also work with the supplier to install a completely operational interactive warning system. 7. All traffic control as required by the Manual on Uniform Traffic Control Devices (MUTCD) must be included in lump sum bid. 8. Another option for bidding is to use wireless and solar components for power and communications to and from the main controller location. 9. See Plan Sheets for details <p style="text-align: center;"><u>LIST COMPONENTS/SYSTEM TYPE YOU ARE BIDDING</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">\$ _____</p> <p style="text-align: center;">PROJECT COST</p> <p style="text-align: center; color: red; background-color: yellow;">PROJECT TIMELINES</p> <p>_____ days for materials delivery</p> <p>_____ days for vendor review as needed</p> <p style="text-align: center;">Estimated Start Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Estimated Completion Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">PROJECT COORDINATOR: Newell R. Reeser MoDOT Traffic Studies Specialist 816-416-6929 (mobile) 816-607-2021 (office)</p>

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

PLAN SHEETS

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

PLANS FOR PROPOSED STATE HIGHWAY

PETTIS COUNTY

T46N R21W

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (TS) (SEE SHEETS)---	
QUANTITIES (QT) (SEE SHEETS)---	
PLAN-PROFILE (PP)---	2
RIGHT OF WAY (RW)---	
REFERENCE POINTS (RP)---	
COORDINATE POINTS (CP)---	
SPECIAL SHEETS (SS)---	
TRAFFIC CONTROL SHEETS (TC)---	
EROSION CONTROL SHEETS (EC)---	
LIGHTING (LF)---	
SIGNALS (SO)---	3 - 6
SIGNING (SN)---	
PAVEMENT MARKING (PM)---	
CULVERT SECTIONS (CS)---	
CROSS SECTIONS (CS)---	

LENGTH OF PROJECT

BEGINNING OF PROJECT 58 LOG MILE 147.795
 END OF PROJECT 58 LOG MILE 148.123
 APPARENT LENGTH 1732.10 FEET
 CORRECTIONS AND EXCEPTIONS

TOTAL CORRECTIONS 0.00 FEET
 NET LENGTH OF PROJECT 1732.10 FEET
 STATE LENGTH 0.318 MILES

DESIGN DESIGNATION

A+L+O+I, - 2013 = 4890
 A+L+O+I, - 200K = -
 O-H, V, - -
 I = -
 V = 55 M.P.H.
 0 = -

FUNCTIONAL CLASSIFICATION - PRINCIPLE ARTERIAL

NO RIGHT OF WAY OR EASEMENTS
 ACQUIRED UNDER THIS CONTRACT.

CONVENTIONAL SYMBOLS
 (USED IN PLANS)

<p>EXISTING</p> <p>BUILDINGS AND STRUCTURES</p> <p>CONCRETE RIGHT-OF-WAY MARKER</p> <p>STEEL RIGHT-OF-WAY MARKER</p> <p>UTILITY</p> <p>FIBER OPTICS</p> <p>UNDERGROUND TELEPHONE</p> <p>UNDERGROUND TELEPHONE</p> <p>OVERHEAD POWER</p> <p>UNDERGROUND POWER</p> <p>WATER</p> <p>MANHOLE</p> <p>FIRE HYDRANT</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>GRASP INLET</p> <p>DOTCH BLOCK</p> <p>GROUND MOUNTED SIGN</p> <p>LIGHT POLE</p> <p>H-FRAME POWER POLE</p> <p>TELEPHONE PEDIESTAL</p> <p>POST</p> <p>CHAIN LINK</p> <p>WOODEN WIRE</p> <p>GATE POST</p> <p>BENCHMARK</p>	<p>NEW</p> <p>CONCRETE RIGHT-OF-WAY MARKER</p> <p>STEEL RIGHT-OF-WAY MARKER</p> <p>UTILITY</p> <p>FIBER OPTICS</p> <p>UNDERGROUND TELEPHONE</p> <p>UNDERGROUND TELEPHONE</p> <p>OVERHEAD POWER</p> <p>UNDERGROUND POWER</p> <p>WATER</p> <p>MANHOLE</p> <p>FIRE HYDRANT</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>GRASP INLET</p> <p>DOTCH BLOCK</p> <p>GROUND MOUNTED SIGN</p> <p>LIGHT POLE</p> <p>H-FRAME POWER POLE</p> <p>TELEPHONE PEDIESTAL</p> <p>POST</p> <p>CHAIN LINK</p> <p>WOODEN WIRE</p> <p>GATE POST</p> <p>BENCHMARK</p>
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NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

NOT TO SCALE

THIS WORK SHALL BE A CERTIFIED DOCUMENT.

DATE: 8/28/2014

STATE: MO

COUNTY: PETTIS

PROJECT NO.:

CONTRACT NO.:

DATE:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITAL

JEFFERSON CITY, MISSOURI 65102

1-888-554-MDOT

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above in a Sealed Envelope or hand delivered to the General Services Building located at 600 NE Colbern Road, Lee's Summit, Mo 64086.

**Notification of award will be at the time the tabulation is posted to the Internet.
It is the sole responsibility for all bidders to check the website for bid results.**

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.

VENDOR NOTES

VENDORS MAY ATTACH OTHER PERTINENT/SUPPORTING DATA WITH THEIR RESPONSE TO THIS SOLICITATION.

MoDOT purchase orders must be issued to the invoicing company (“Remit To”) address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above) to ensure timely payment.

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

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 (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;"><u>M/WBE Name</u></th> <th style="width: 33%; text-align: center;"><u>Percentage of Contract</u></th> <th style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </tbody> </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 not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <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

Exhibit A

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 _____,
Affiant name
personally 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, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• 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 through 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 attached]

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.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, 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.

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.

Permit/Bond

A permit to work on MoDOT ROW will be required, and will include any necessary bonding as needed. A MoDOT representative will furnish more detailed information concerning the permit during the preconstruction meeting to be held at a later date.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit **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.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county: **PETTIS**. The **Annual Wage Order # 21** can be found on MoDOT's website as a link, along with the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Subcontracting

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

Temporary Suspension of Work

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$250.00 per day** for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

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.