

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

REQUEST NO.	<b>KC-B16-010</b>
DATE	May 3, 2016
PAGE NO.	1
NO. OF PAGES	28

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

**1:00 PM CST, Tuesday, May 17, 2016**

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  
**Route DD, Clay County**  
**Log Jam Removal in the Little Platte River**  
(Between Liberty Road and Meadow Street)  
South of Smithville Lake

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Judy M. Franke, CPPB Senior Procurement Agent	<b>BUYER TELEPHONE:</b>	816-347-4111
		<b>BUYER EMAIL:</b>	<a href="mailto:Judy.Franke@modot.mo.gov">Judy.Franke@modot.mo.gov</a>

**SUPPLIES OR SERVICES**

To establish a contract to furnish **Log Jam Removal in the Little Platte River, South of Smithville Lake, Route DD, Clay County (Between Liberty Road and Meadow Street)** with an effective contract period of Notice to Proceed (estimated to be issued Wednesday May 18, 2016) through Wednesday, June 1, 2016 (14 calendar days), 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 **log jam removal 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.*

<b>Date:</b> _____	<b>Firm Name:</b> _____
<b>Telephone No.:</b> _____	<b>Address:</b> _____
<b>Fax No.:</b> _____	_____
<b>Federal I.D. No.</b> _____	<b>By (Signature):</b> _____
<b>Email Address:</b> _____	<b>Type/Print Name</b> _____
Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Title:</b> _____
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 **Log Jam Removal in the Platte River, South of Smithville Lake, Route DD, Clay County (Between Liberty Road and Meadow Street)** with an effective contract period of Notice to Proceed (estimated to be issued Wednesday May 18, 2016) through Wednesday, June 1, 2016 (14 calendar days). 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. CST, Tuesday, May 17, 2016.**

#### RFB COORDINATOR:

**Judy M. Franke, CPPB**  
**Sr. Procurement Agent**  
**Missouri Department of Transportation**  
**General Services**  
**2050 Independence Ave**  
**600 NE Colbern Road**  
**Lee's Summit, MO 64086**

(physical address, zip 64064)

(mailing address, zip 64086)

**PHONE: 816-347-4111**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Log Jam Removal in the Little Platte River South of Smithville Lake 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) Bid Submission
  - 4) Specifications **(8) EIGHT Plan Sheets**
  - 5) Pricing Page
  - 6) Vendor Information and Preference Certification Form
  - 7) Signature and Identity of Bidder
  - 8) Anti-Collusion Statement
  - 9) Annual Worker Eligibility Verification Affidavit
  - 10) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide **log jam removal services** for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain “like or similar” deliverables/services as specified herein from other contractors, exclusive of the contract, when use of such deliverables/services is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.7 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- 2.1.8 A "Notice to Proceed" will be issued by MoDOT specifying the date or dates that the Contractor can begin the services and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with log jam removal services in accordance with the following. ***The Federal Government is not participating in the cost of construction of this project.***

### 2.3 General - State:

- 2.3.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates “**General Wage Order No. 59**” can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Bidding" for the applicable bid opening (**see link below**). This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**State Wage Rates:** [http://www.modot.org/business/contractor\\_resources/OpenLetting.shtml](http://www.modot.org/business/contractor_resources/OpenLetting.shtml)

- 2.3.2 The following documents are available on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Business"; “Standards and Specifications”. The effective version shall be determined by

the letting date of the project **(see link below)**.

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans  
For Highway Construction

[http://www.modot.org/business/standards\\_and\\_specs/currentstandardplans.htm](http://www.modot.org/business/standards_and_specs/currentstandardplans.htm)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

## **2.4 Work Zone Traffic Management Plan:**

**2.4.1 Description.** Work zone traffic management shall be in accordance with applicable portions of **Division 100 and Division 600** of the **2011 Missouri Standard Specifications for Highway Construction** specifications, and specifically as follows.

2011 Missouri Standard Specifications for Highway Construction:

[http://www.modot.org/business/standards\\_and\\_specs/highwayspecs.htm](http://www.modot.org/business/standards_and_specs/highwayspecs.htm)

**2.4.2 Traffic Management Schedule.** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

- a. The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.
- b. The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- c. In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.4.3 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

**2.4.4 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

### **2.4.5 Traffic Safety.**

**2.4.5.1** Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.4.5.2** When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided

highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

#### 2.4.6 Work Hour Restrictions.

2.4.6.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

2.4.6.2 The contractor shall not perform any construction operation on the roadbed during restricted periods, holiday periods or other special events specified in the contract documents.

2.4.7 **Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

### 2.5 Project Contact for Contractor / Bidder Questions:

2.5.1 All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Mark Fisher, P.E.  
Transportation Project Manager  
KC District  
600 NE Colbern Road,  
Lee's Summit, MO 64086  
Telephone Number: (816) 607-2266  
Email: [Mark.Fisher@modot.mo.gov](mailto:Mark.Fisher@modot.mo.gov)

### 2.6 Fertilizing, Seeding and Mulching

2.6.1 In accordance with of the **2011 Missouri Standard Specifications for Highway Construction Section 801, 802 and 805**, the following shall be applied at the rate specified:

2011 Missouri Standard Specifications for Highway Construction:

[http://www.modot.org/business/standards\\_and\\_specs/highwayspecs.htm](http://www.modot.org/business/standards_and_specs/highwayspecs.htm)

<u>Warm Season Seeding Mixture</u> (all locations)	<u>lbs. Pure Live Seed / Acre</u>
Little Bluestem	6 lbs. / acre
Sideoats Grama	6 lbs. / acre
Canada or Virginia Rye	2 lbs. / acre
Prairie or Tall Dropseed	1 lbs. / acre
Annual Ryegrass	15 lbs. / acre
Oats	20 lbs. / acre
Perennial Rye	15 lbs. / acre
White Clover	5 lbs. / acre
Red Fescue	25 lbs. / acre

Tall Fescue	25 lbs. / acre
Total	120 lbs. / acre

2.6.2 In accordance with **Section 801** of the 2011 Missouri Standard Specifications for Highway Construction, the Contractor shall apply the following to the appropriate areas at the rates specified of application of soil neutralization and commercial fertilizer for this project.

<u>Item</u>	<u>Warm Season Rate</u>
Nitrogen	80 lbs. / acre
Phosphorous	80 lbs. / acre
Potash	80 lbs. / acre
Mulch	Type 4

2.6.3 All of the disturbed areas throughout the project limits shall be fertilized, seeded, and mulched and as directed by the engineer. Vegetative mulch shall be secured from movement by mulch overspray.

2.6.4 **Basis of Payment.** All accepted work and materials for seeding, fertilizing and mulching shall be considered included in and completely paid for by the contract unit price for Item No 12 (805-20.00A) Seeding – Warm Season Mixtures.

**2.7 Time for Completion of the Work:**

2.7.1 **Description.** Completion of this contract shall be in accordance with **Sec 108.7** of the 2011 Missouri Standard Specifications for Highway Construction and will be administered on both a calendar date completion basis and by calendar days completion basis.

2.7.2 Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of **Sec 108.7**.

Completion Date: 14 calendar days after the Notice to Proceed is issued (Best estimate June 1, 2016)

2011 Missouri Standard Specifications for Highway Construction:

[http://www.modot.org/business/standards\\_and\\_specs/highwayspecs.htm](http://www.modot.org/business/standards_and_specs/highwayspecs.htm)

2.7.3 In addition, calendar days for the completion of this contract have been established. The count of calendar days will start on the date the contractor starts any construction operations. All work shall be completed within the calendar days specified below. Completion of the work by calendar days shall be in accordance with the requirements of **Sec 108.7**.

Calendar Days: 14

2.7.4 Should the contractor fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of **Sec 108.8**. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages per Day: \$100

**2.8 Utilities:**

2.8.1 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<b>Utility Company</b>	<b>Known Required Adjustment</b>
Mr. Jason Swan Kansas City Power & Light Co. 8325 N. Platte Purchase Drive Kansas City, Missouri 64118-1057 (816) 420-4817	No

2.8.2 The Commission does not warrant that the above listing or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

2.8.3 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in **Section 105.7.3**. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it’s subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

2.8.4 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it’s subcontractor’s operation.

2.8.5 It shall be noted by the contractor that MoDOT is not a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Therefore, prior to beginning work, the contractor shall verify that there are no conflicts with MHTC/MoDOT facilities by completing the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

2.8.6 The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires. If the contractor wants verification the locate is complete they may inquire from the associated district office 2 working days after making the request.

## 2.9 Temporary Work Pad:

- 2.9.1 **Description.** This specification covers a temporary work pad built to facilitate the movement of the contractor's equipment for the safe, efficient, and effective log jam removal in the Little Platte River (referred to as stream below).
- 2.9.2 **Construction Requirements.** The contractor shall be responsible for the design, installation, maintenance, and removal of the temporary work pad and any other structure(s) installed for the construction of the temporary work pad. Appropriate measures shall be taken to maintain near normal downstream flows and minimize flooding upstream.
- 2.9.3 Rock furnished for the temporary work pad shall be in accordance with **Sec 303.2**.
- 2.9.4 The temporary work pad shall be constructed to permit the free movement of the stream's aquatic life.
- 2.9.5 Prior to the construction of the temporary work pad, all information shall be submitted to the engineer as needed for the modification of the Corps of Engineer permit.
- 2.9.6 All approaches to the temporary work pad shall be maintained such that all stormwater runoff is diverted to retention devices.
- 2.9.7 When the temporary work pad is no longer needed, the work pad shall be removed as soon as possible and the area shall be restored to pre-project conditions or as approved by the engineer.
- 2.9.8 **Basis of Payment.** No direct pay will be made for any material or labor involved with the design, installation, maintenance, or removal of the temporary stream crossing or temporary work pad. The contractor shall be responsible for all costs, including damage and penalties.

## **2.10 Contract/Purchase Order:**

2.10.1 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

## **2.11 Invoicing and Payment Requirements:**

- 2.11.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.11.2 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.
- 2.11.3 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.
- 2.11.4 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.
- 2.11.5 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.11.6 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.
- 2.11.7 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.
- 2.11.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 2.11.9 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder as part of the contracting process.

## 2.12 Other Contractual Requirements:

2.12.1 Contract Period - The contract shall commence from the date of Notice to Proceed through 14 calendar days after issuing the Notice to Proceed.

2.12.2 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

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

### 2.12.3 Insurance Requirements:

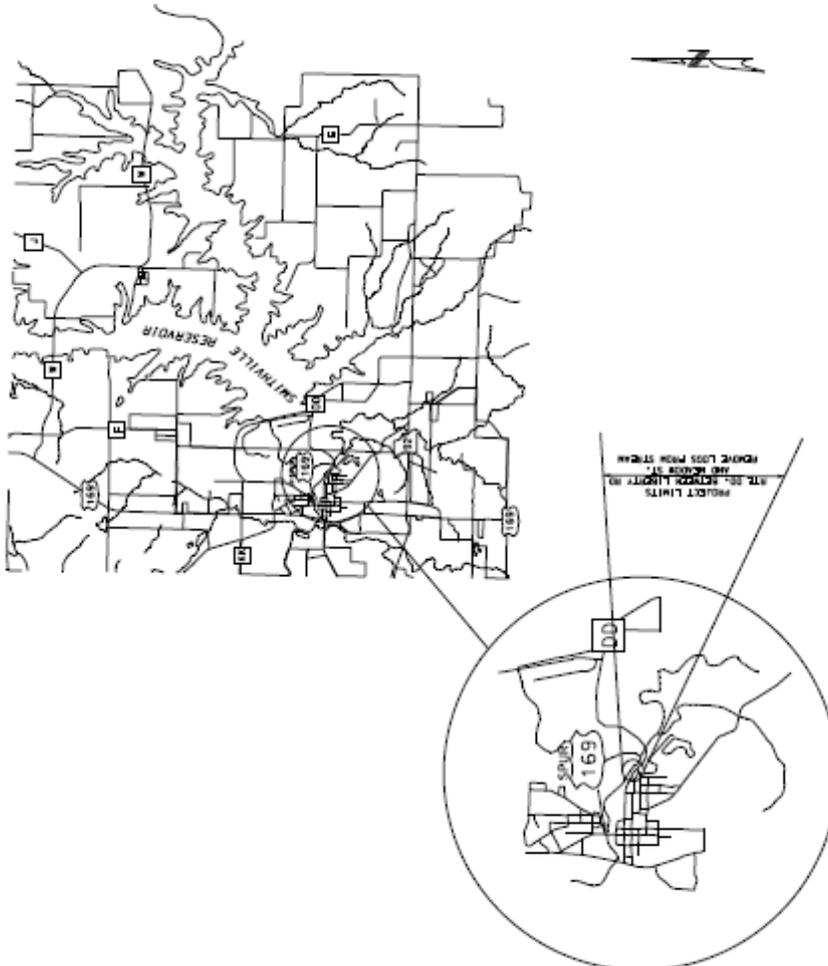
- a. The bidder is directed to the "**Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions**" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**KC-B16-010 LOG JAM REMOVAL 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 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.6 Cost Determination: The low bid shall be determined by adding all of the prices on the **pricing page** for the original contract period.
- 3.1.7 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid/quote/proposal will be made on an “All or Nothing” basis using the “lowest and best” principle of award.
  - b. Notification of award shall 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.

4. SPECIFICATIONS (PLAN SHEETS - 8 Pages...see web for larger images)

<p><b>DESIGN DESIGNATION</b></p> <p>A.A.S.T. - 2015 = 800          A.A.S.T. - 2024 = 800          A.A.S.T. - 2024 = 800</p> <p>FUNCTIONAL CLASSIFICATION - MAJOR COLLECTION          V = 25 M.P.H.          V = 35</p>	<p style="text-align: center;"><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION          PLANS FOR PROPOSED          STATE HIGHWAY          CLAY COUNTY</b></p> <div style="text-align: center;">  <p style="text-align: right;">NOT TO SCALE</p> </div>	<p style="text-align: center;"><b>INDEX OF SHEETS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>SHEET NUMBER</th> </tr> </thead> <tbody> <tr><td>TITLE SHEET</td><td>1</td></tr> <tr><td>TYPICAL SECTIONS (TS) SEE SHEET</td><td>X</td></tr> <tr><td>QUANTITIES (Q) 17 SHEETS</td><td>3</td></tr> <tr><td>PLAN PROFILE (PP)</td><td>4</td></tr> <tr><td>REFERENCE POINTS (RP)</td><td>X</td></tr> <tr><td>COORDINATE POINTS (CP)</td><td>X</td></tr> <tr><td>TRAFFIC CONTROL SHEETS (TC)</td><td>6-8</td></tr> <tr><td>DESIGN CONTROL SHEETS (DC)</td><td>X</td></tr> <tr><td>STORMING (SM)</td><td>X</td></tr> <tr><td>PAVEMENT MARKING (PM)</td><td>X</td></tr> <tr><td>ELEVATION SECTIONS (ES)</td><td>X</td></tr> <tr><td>CROSS SECTIONS (CS)</td><td>X</td></tr> </tbody> </table>	DESCRIPTION	SHEET NUMBER	TITLE SHEET	1	TYPICAL SECTIONS (TS) SEE SHEET	X	QUANTITIES (Q) 17 SHEETS	3	PLAN PROFILE (PP)	4	REFERENCE POINTS (RP)	X	COORDINATE POINTS (CP)	X	TRAFFIC CONTROL SHEETS (TC)	6-8	DESIGN CONTROL SHEETS (DC)	X	STORMING (SM)	X	PAVEMENT MARKING (PM)	X	ELEVATION SECTIONS (ES)	X	CROSS SECTIONS (CS)	X
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<p><b>CONVENTIONAL SYMBOLS</b>          USED IN PLANS</p> <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top;"> <p>BUILDINGS AND STRUCTURES</p> <p>RAILROADS</p> <p>STREET LIGHTS</p> <p>UTILITIES</p> <p>POWER LINES</p> <p>TELEPHONE LINES</p> <p>TELEVISION LINES</p> <p>WATER</p> <p>SEWER</p> <p>POLE HIGHWAY</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>DEEP DUCT</p> <p>DUCT BLOCK</p> <p>GROUND MONITOR SIGN</p> <p>LIGHT POLE</p> <p>APPROXIMATE POWER POLE</p> <p>TELEPHONE PULSATOR</p> <p>POLE LINE</p> <p>WATER WIRE</p> <p>WATER POST</p> <p>SEWER MARK</p> </td> <td style="vertical-align: top;"> <p>NEW</p> <p>EXISTING</p> <p>RAILROAD</p> <p>STREET LIGHT</p> <p>UTILITY</p> <p>POWER LINE</p> <p>TELEPHONE LINE</p> <p>TELEVISION LINE</p> <p>WATER</p> <p>SEWER</p> <p>POLE HIGHWAY</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>DEEP DUCT</p> <p>DUCT BLOCK</p> <p>GROUND MONITOR SIGN</p> <p>LIGHT POLE</p> <p>APPROXIMATE POWER POLE</p> <p>TELEPHONE PULSATOR</p> <p>POLE LINE</p> <p>WATER WIRE</p> <p>WATER POST</p> <p>SEWER MARK</p> </td> </tr> </table>		<p>BUILDINGS AND STRUCTURES</p> <p>RAILROADS</p> <p>STREET LIGHTS</p> <p>UTILITIES</p> <p>POWER LINES</p> <p>TELEPHONE LINES</p> <p>TELEVISION LINES</p> <p>WATER</p> <p>SEWER</p> <p>POLE HIGHWAY</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>DEEP DUCT</p> <p>DUCT BLOCK</p> <p>GROUND MONITOR SIGN</p> <p>LIGHT POLE</p> <p>APPROXIMATE POWER POLE</p> <p>TELEPHONE PULSATOR</p> <p>POLE LINE</p> <p>WATER WIRE</p> <p>WATER POST</p> <p>SEWER MARK</p>	<p>NEW</p> <p>EXISTING</p> <p>RAILROAD</p> <p>STREET LIGHT</p> <p>UTILITY</p> <p>POWER LINE</p> <p>TELEPHONE LINE</p> <p>TELEVISION LINE</p> <p>WATER</p> <p>SEWER</p> <p>POLE HIGHWAY</p> <p>WATER VALVE</p> <p>WATER METER</p> <p>DEEP DUCT</p> <p>DUCT BLOCK</p> <p>GROUND MONITOR SIGN</p> <p>LIGHT POLE</p> <p>APPROXIMATE POWER POLE</p> <p>TELEPHONE PULSATOR</p> <p>POLE LINE</p> <p>WATER WIRE</p> <p>WATER POST</p> <p>SEWER MARK</p>	<p style="text-align: center;"><b>LENGTH OF PROJECT</b></p> <p>SECTION OF PROJECT    0.1 MILE 0.6          END OF PROJECT       0.1 MILE 0.7          APPROXIMATE LENGTH    0.1 MILES</p>																								
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<p>NO RIGHT OF WAY WILL BE ACQUIRED</p>		<p style="text-align: center;"><b>STATE LENGTH OF PROJECT</b></p> <p>0.1 MILES</p>																										
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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

## SUMMARY OF QUANTITIES

**MOBILIZATION**

ONE LUMP SUM	
--------------	--

**REMOVAL OF IMPROVEMENTS**

LOG REMOVAL	ONE LUMP SUM
-------------	--------------

**SEEDING**

LOCATION	CODL	SEASON
SURFACE AREA	1 ACFT	
ACCESS AREA	0.00	
<b>TOTAL</b>	<b>0.1</b>	

**EROSION CONTROL**

LOCATION	SILT FENCE	BTCH	CHECK
SOIL AREA	115		
ACCESS AREA	150		
<b>TOTAL</b>	<b>315</b>		<b>150</b>

DATE	4/22/2016
BY	DD
PROJECT	CLAY
SECTION	CLAY
CONTRACT NO.	2015-10-0000
PROJECT NAME	
DATE	
PROJECT NO.	



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 101 WEST CENTER  
 JEFFERSON CITY, MISSOURI 64108-0001  
 TEL: 816-426-6000 FAX: 816-426-6001

SUMMARY SHEET  
SHEET 1 OF 2







# Sign Spacing, Device Spacing, Channelizing Taper Lengths And Recommended Maximum Speed Reductions

SPEED (P) MPH	TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES					
	MINIMUM TAPER LENGTHS (L)		MINIMUM TAPER SHOULDER (T)	MAXIMUM CHANNELIZER SPACING		
	FOR LANE WIDTHS (W)	FOR LANE WIDTHS (W)		TAPERS	BUFFER/ WORK AREA	
0-35	10 FT	11 FT	12 FT	70	35 FT	40 FT
40-45	205 FT	225 FT	245 FT	70	35 FT	40 FT
50-55	450 FT	495 FT	540 FT	150	40 FT	80 FT
60-70	550 FT	605 FT	660 FT	185	50 FT	80 FT
	700 FT	770 FT	840 FT	235	60 FT	120 FT

TAPER LENGTH (L)  
 L - W X P FOR 40 MPH OR MORE  
 L - W X P FOR 35 MPH OR LESS  
 L - TAPER LENGTH IN FEET  
 W - LATERAL SHIFT IN FEET  
 P - POSTED SPEED PRIOR TO ROAD WORK IN MPH

SPEED (P) MPH	LONGITUDINAL BUFFER SPACE SPACE (FEET)
0-35	280
40-45	400
50-55	560
60-70	840

SIGN SPACING FOR ADVANCE SIGN SERIES (1) (2)	
SPEED (P) MPH	NON-DIVIDED HIGHWAYS (S)
0-35	200 FT
40-45	350 FT
50-55	500 FT
60-70	SA-1000 FT, SB-1500 FT, SC-2540 FT **

\*\* THE SA DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN.  
 THE SB DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS.  
 THE SC DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS.  
 (THE "FIRST SIGN" IS THE SIGN IN A THREE-SIGN SERIES THAT IS CLOSEST TO THE TEMPORARY TRAFFIC CONTROL ZONE. THE "THIRD SIGN" IS THE SIGN THAT IS FURTHEST UPSTREAM FROM THE TEMPORARY TRAFFIC CONTROL ZONE)

- NOTES:  
 DIMENSIONS IN FEET UNLESS OTHERWISE NOTED.  
 (1) SPACING BETWEEN SIGNS AND SPACING BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER, OR SIGNED CONDITION  
 (2) SPACINGS MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS

ACTIVITY (IE, WORKERS, EQUIPMENT OR MATERIAL) LOCATION	RECOMMENDED WORK ZONE SPEED REDUCTION (WHEN APPLICABLE)
10 FT. BEYOND EDGE OF TRAVELWAY TO EDGE OF RIGHT OF WAY	NO SPEED REDUCTION
IN TRAFFIC LANE OR WITHIN 10FT. OF THE TRAFFIC LANE	10 MPH
HEAD-TO-HEAD ON MULTILANE	10 MPH

EPG TABLE 616.28 RECOMMENDED MAXIMUM SPEED REDUCTIONS

GENERAL NOTES:

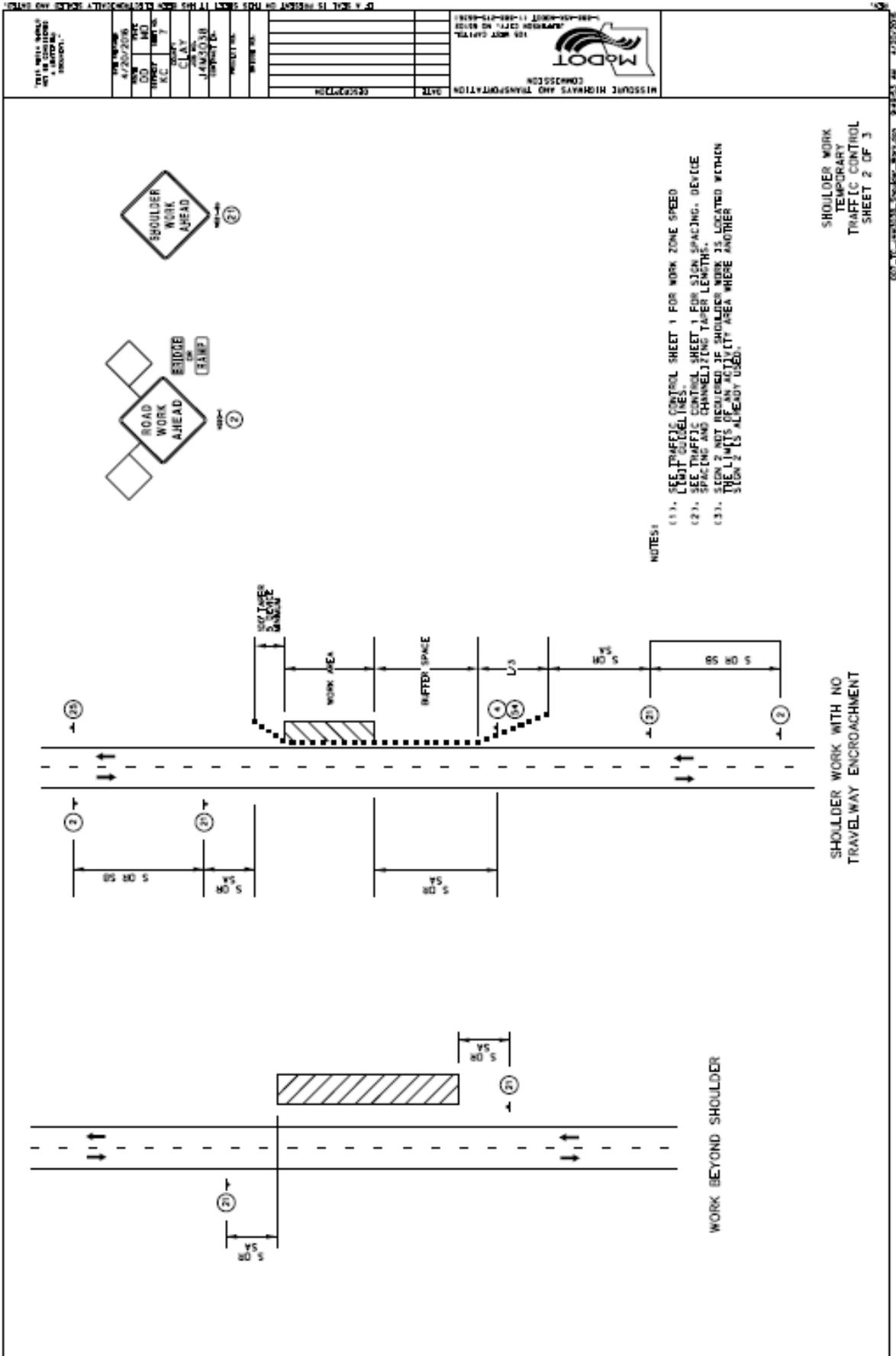
- SEE STANDARD PLAN 616.10 FOR DETAILS AND ITEMS NOT SHOWN
- EXISTING SIGNS SHALL BE COVERED DURING WORKING HOURS ONLY IF IN CONFLICT WITH TRAFFIC CONTROL PLANS.
- NO DIRECT PAYMENT WILL BE MADE FOR RELOCATING, COVERING, UNCOVERING OR REMOVING SIGNS.
- CONES ALLOWABLE FOR DAYTIME OPERATIONS ONLY.
- LOCATE FLASHING ARROW PANEL AT BEGINNING OF TAPER WHEN FEASIBLE. ARROW PANELS ARE ALWAYS LOCATED BEHIND CHANNELIZERS OR CONES.

DEVICE  
 SPACING  
 TEMPORARY  
 TRAFFIC CONTROL  
 SHEET 1 OF 3

PROJECT NO. 4720/2016  
 COUNTY CLAY  
 DISTRICT JAMESON  
 LOCATION  
 DATE



MISSOURI HIGHWAYS AND TRANSPORTATION  
 MISSOURI DEPARTMENT OF TRANSPORTATION  
 108 WEST CAPITOL  
 JEFFERSON, MISSOURI 64501-2100  
 TEL: 816-426-6000  
 FAX: 816-426-6001





## 5. PRICING PAGE

5.1 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. Sign where indicated below and return with all required solicitation documents.

ITEM NO	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION COST
1	2022010	REMOVAL OF IMPROVEMENTS	LS (1.0)	1.000		
2	6181000	MOBILIZATION	LS (1.0)	1.000		
3	8061019	SILT FENCE	LF (1.0)	250.000		
4	8061005	ROCK DITCH CHECK	LF (1.0)	20.000		
5	8051000A	SEEDING- COOL SEASON MIXTURES	AC (0.1)	0.500		
6	6161005	CONSTRUCTION SIGNS	SF (1.0)	192.000		
7	6161025	CHANNELIZER (TRIM LINE)	EA (1.0)	50.000		
8	6161008	ADVANCED WARNING RAIL SYSTEM	EA (1.0)	2.000		
9	6161098A	"CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED	EA (1.0)	2.000		
10	6161030	TYPE III MOVEABLE BARRICADE	EA (1.0)	2.000		
11	6161009	FLAG ASSEMBLY	EA (1.0)	4.000		
<b>TOTAL PROJECT COST:</b>						

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**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:						
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>						
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>							
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) 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="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<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**

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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



**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ 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 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 to be 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 (6<sup>th</sup>) 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:

- a. 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.

### **Subcontracting**

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

### **Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](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.

#### Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **CASS**. The **General Wage Order # 59** is attached to the bid documents.
- c. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- d. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- e. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

#### Permits, Licenses and Safety Issues

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

#### 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 \$100.00 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.

#### Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.