



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #3 RFQ: 121/2014 -- MODOT CPP-9999 (514) FAIRVIEW ROAD SIDEWALK - HIGHLAND ROAD TO BROADWAY BLVD

Inbox x

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

The following additional provisions will be included in any contract executed by the Parties.

1. Termination Provisions

- (a) By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- (b) By Convenience. With thirty days written notice, either Party may terminate this Agreement for convenience.
- (c) By Default. Either Party may terminate this Agreement in accordance with Section 2.

2. Termination by Default

(a) Events of Default. A Party shall be considered in Default of this Agreement upon:

- (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
- (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
- (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

(b) Termination upon Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

3. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
4. Compliance with Construction Plans. Contractor hereby warrants that Contractor has reviewed the construction plans for project number CPP-999(514), which consists of 25 sheets sealed by Josephine Emercik and approved by John Glascock on ____, 2014 (hereinafter "Construction Plans"). Unless otherwise agreed to by the City through the execution of a written change order, Contractor further warrants that its work on this Project shall comply with the Construction Plans, and the technical specifications and other requirements set forth in RFQ No. 121/2014.
5. Proof of Lawful Presence. Section 208.009 of the Revised Statutes of Missouri requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Missouri driver's license; U.S. birth certificate (certified with an embossed, stamped or raised seal issued by a state or local government); U.S. Passport (valid or expired); U.S. Certificate of Citizenship, Naturalization or Birth Abroad; U.S. Military Identification Card or Discharge Papers accompanied by a copy of the U.S. Birth Certificate issued by a state or local government.
6. Transient Employers: Pursuant to Section 285.230 RSMo, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration of employer withholding issued by the Missouri Director of Revenue; 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by Section 285.230 et seq. are posted.

ACKNOWLEDGEMENT OF ADDENDUM # 3

The undersigned Respondent hereby certifies that the changes set forth in this Addendum # 3 have been incorporated in their proposal and are a part of Request for Quotation No. 121/2014. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____