

ADDENDUM #2 – REVISED BID FORM:

NOTICE TO CONTRACTORS

Sealed bids, addressed to Fogel-Anderson Construction Co., 1212 E. 8th Street, Kansas City, MO 64106 for the proposed work will be received by the I-470 Western Gateway Transportation Development District (TDD) until **2:00 PM (CST) June 6 2024., at the office of Fogel-Anderson Construction Company, Owners Representative** for the I-470 Western Gateway TDD, Owner. Bids will be privately opened. Bids should be mailed or hand- delivered to: Fogel-Anderson Construction Co., 1212 E. 8th Street, Kansas City, MO 64106.

The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless released earlier by the TDD. The successful Bidder shall sign and provide a satisfactory Performance Bond and Payment Bond, in addition to a fully executed Form “W-9”. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.

All Bids shall be addressed to Fogel-Anderson Construction Co., Owner’s Representative, 1212 E. 8th Street, Kansas City, MO 64106, shall state on the outside of the sealed Bid envelope “**BID – Interchange Improvements of I-470 and View High Drive**” and shall be submitted to receptionist at Fogel-Anderson. All Bids must comply with the Bidding Requirements of I-470 Western Gateway TDD.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Sub-Project 1: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Grading, paving, storm drainage, lighting, signals, signing, and retaining walls along View High Drive, Meers Road, and Ramps to and from I-470. The interchange of I-470 and View High Drive will be improved to a Diverging Diamond Interchange.

Sub-Project 2: WATER MAIN RELOCATION AT MEERS ROAD & VIEW HIGH DRIVE

Water main relocation on the southwest quadrant of the Meers Road and View High Drive Intersection.

Sub-Project 3: KCMO SANITARY SEWER RELOCATION (PARAGON STAR DEVELOPMENT)

Manhole relocation for the KCMO Sanitary Sewer system located in the Paragon Star Development.

Sub-Project 4: VIEW HIGH DRIVE TRAIL PROJECT

Grading and paving for 1850’ of pedestrian trail improvements along View High Drive from Chipman Road to the beginning of construction of the VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2019" and "Missouri Standard Plans for Highway Construction, 2019", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" “Standards and Specifications”. The effective version shall be determined by the letting date of the project.

Missouri Standard Specifications for Highway Construction
General Provisions & Supplemental Specifications
Currently Effective Standard Plans for Highway Construction
Supplemental Revisions to Missouri Standard Plans
For Highway Construction

Missouri DOT Bridge Standard Drawings

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.

Kansas City Metropolitan Chapter of the American
Public Works (APWA), Standard Specifications
And Design Criteria

In the event of conflicts or discrepancies among the specifications, interpretations will be based on the following order:, the Bidding Documents, including appendices, the special provisions and plans, the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), Standard Specifications and Design Criteria.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, I-470 Western Gateway TDD and the term "Engineer" is a reference to the Engineer of Record from GBA, Inc.

The contracting authority for this contract is I-470 Western Gateway TDD.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, commencement of the work shall begin upon receipt of Notice to Proceed, issued by the I-470 Western Gateway TDD. The bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Anticipated Notice to Proceed: June 27, 2024

Calendar Days: _____

Completion Date: _____

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$1,000 (Sum of Road User Costs and Contract Administrative Rights)

(5) **BID GUARANTY:** All Bids submitted shall be accompanied by a Bid Bond (on the form provided in the Bidding Documents), cashier's check, or certified check in the amount of five percent (5%) of the total Bid submitted. The Bid Guaranty shall be made payable to the I-470 Western Gateway TDD.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** Intentionally omitted.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department

of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "General Wage Order No. 67", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents 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.

The local agency is required to request a state wage rate determination from the Industrial Commission, Missouri Department of Labor and Industrial Relations, Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403 to determine and get access to the applicable Annual Wage Order rates for each project per EPG Article 136.10.2.>

(10) WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with the Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any 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 awarded 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 Contracting Authority 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.

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) ADDENDUM ACKNOWLEDGEMENT: Should a Bidder find any discrepancies in, or omissions from, any of the documents or be in doubt as to their meaning, the Bidder shall advise the Engineer, who will issue the necessary clarifications to all prospective Bidders by means of Addenda.

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. 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 351.572 et seq RSMo. 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.

(15) **TRAINEES:** Intentionally omitted.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM REQUIREMENTS:** Intentionally omitted.

(21) **SCHEDULE OF PARTICIPATING DBE'S:** Intentionally omitted.

(22) **REQUIRED CONTRACT SUBMISSIONS:** The following are the documents Contractors will be required to submit in order to enter into a contract with the City:

- a) Documents required at the time of Bid:
 1. Itemized Bid Form
 2. 5% Bid Security
 3. Documentation of Contractor Pre-Qualification or Questionnaire
 4. Anti-Collusion Statement
 5. E-Verify Memorandum of Understanding (MOU)

- b) Bidder is required to deliver or fax to the Owner's Representative **by 4:00 p.m. within three (3) business days after the bid** opening the following documents:
 1. A designation of the Work to be performed by the Bidder with its own forces.
 2. A list of names of any material suppliers, vendors and Subcontractors that will be providing any type of service to the Bidder on the Project.
 3. Subcontractor Certification Regarding Affirmative Action (Prime Contractor must execute this Certification and obtain an executed Certification from each proposed subcontractor)
 4. Certification that Contractor is not Excluded from State or Federal Programs (Prime Contractor must execute this Certification and obtain an executed Certification from each proposed subcontractor)
 5. The Bidder will be required to establish to the satisfaction of the Developer / Owner, Engineer, and Procurement Consultant the reliability and responsibility of the proposed Subcontractors to furnish and perform their Work. Prior to the Contract, if the Developer / Owner, Engineer, and/or Owner's Representative has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at its option, withdraw their Bid without forfeiture of Bid Security. If the Bidder submits an acceptable substitute with any increase in the Bid price to cover the difference in cost occasioned by such substitution, the Developer / Owner may, at his discretion, accept the increased Bid price or the Developer / Owner may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Developer / Owner,

Engineer, and Owner's Representative must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Developer / Owner with the concurrence of Engineer and Owner's Representative.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

ITEMIZED BID FORM

VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

Roadway Items – 1

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|------------------------------------|--|-----------------|-------------|------------------|------------------|
| 1 | Removal of Improvements | 1 | Lump Sum | | |
| 2 | Clearing and Grubbing | 10 | Acres | | |
| 3 | Mobilization | 1 | Lump Sum | | |
| 4 | Contractor Furnished Surveying and Staking | 1 | Lump Sum | | |
| 5 | Temporary Erosion Control | 1 | Lump Sum | | |
| 6 | Concrete Median | 4,572 | Sq. Yd. | | |
| 7 | 6" Concrete Median Strip | 12 | Sq. Yd. | | |
| 8 | Concrete Curb Ramp | 404 | Sq. Yd. | | |
| 9 | Truncated Domes | 492 | Sq. Ft. | | |
| 10 | Concrete Sidewalk, 4 in. | 1,898 | Sq. Yd. | | |
| 11 | Concrete Sidewalk, 8 in. | 176 | Sq. Yd. | | |
| 12 | Curb & Gutter Type B | 2,536 | Lin. Ft. | | |
| 13 | Curb & Gutter Type CG-1 | 7,538 | Lin. Ft. | | |
| 14 | Concrete Gutter Type B | 114 | Lin. Ft. | | |
| 15 | Modified Concrete Gutter Type B | 202 | Lin. Ft. | | |
| 16 | Chain-Link Fence (60") | 517 | Lin. Ft. | | |
| 17 | Ornamental Fence for Retaining Walls | 202 | Lin. Ft. | | |
| 18 | Concrete Traffic Barrier (Type B) | 210 | Lin. Ft. | | |
| 19 | Concrete Traffic Barrier (Type C) | 156 | Lin. Ft. | | |
| 20 | Concrete Traffic Barrier (Type D) | 643 | Lin. Ft. | | |
| 21 | Permanent Barrier Height Transition | 7 | Each | | |
| 22 | Special Curb Inlet (5' x 3') | 177 | Ft. | | |
| 23 | Special Curb Inlet (10' x 3') | 5 | Ft. | | |
| 24 | Type B Precast Drop Inlet (4' x 2') | 16 | Ft. | | |
| 25 | Type S-1 Precast Drop Inlet (3' x 2') | 3 | Ft. | | |
| 26 | Type S-1 Precast Drop Inlet (5' x 2') | 4 | Ft. | | |
| 27 | Precast Concrete Manhole - 60 in. | 13 | Ft. | | |
| 28 | Grate and Bearing Plate (3' x 2') | 1 | Each | | |
| 29 | Grate and Bearing Plate (5' x 2') | 1 | Each | | |
| 30 | Curved Vane Grate and Frame (4' x 2') | 4 | Each | | |
| 31 | Manhole Frame and Cover, Type 3 | 31 | Each | | |
| 32 | Manhole Frame and Cover, Type 4 | 2 | Each | | |
| 33 | 12 in. Pipe Group A | 164 | Lin. Ft. | | |
| 34 | 15 in. Pipe Group A | 1,115 | Lin. Ft. | | |
| 35 | 18 in. Pipe Group A | 264 | Lin. Ft. | | |
| 36 | 24 in. Pipe Group A | 251 | Lin. Ft. | | |
| 37 | 36 in. Pipe Group A | 122 | Lin. Ft. | | |
| 38 | 42 in. Pipe Group A | 88 | Lin. Ft. | | |
| 39 | 48 in. Pipe Group A | 369 | Lin. Ft. | | |
| 40 | 12 in. Pipe Group B | 78 | Lin. Ft. | | |
| 41 | 15 in. Pipe Group B | 462 | Lin. Ft. | | |
| 42 | 24 in. Pipe Group B | 189 | Lin. Ft. | | |
| Roadway Items – 1 Sub-Total | | | | | |

Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Roadway Items – 2

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|------------------------------------|--|-----------------|-------------|------------------|------------------|
| 43 | 12 in. or Allowed Substitute Group A FES | 3 | Each | | |
| 44 | 15 in. or Allowed Substitute Group A FES | 1 | Each | | |
| 45 | 18 in. or Allowed Substitute Group A FES | 5 | Each | | |
| 46 | 24 in. or Allowed Substitute Group A FES | 1 | Each | | |
| 47 | 36 in. or Allowed Substitute Group A FES | 1 | Each | | |
| 48 | 42 in. or Allowed Substitute Group A FES | 1 | Each | | |
| 49 | 48 in. or Allowed Substitute Group A FES | 4 | Each | | |
| 50 | 12 in. or Allowed Substitute Group B FES | 2 | Each | | |
| 51 | 15 in. or Allowed Substitute Group B FES | 10 | Each | | |
| 52 | Pipe Collar, Type A | 2 | Each | | |
| 53 | Class 3 Excavation | 2,976 | Cu. Yd. | | |
| 54 | Rock Lining | 80 | Cu. Yd. | | |
| 55 | Pipe-Aggregate Pavement Edge Drain | 175 | Lin. Ft. | | |
| 56 | Furnishing Type 1 Rock Ditch Liner | 50 | Cu. Yd. | | |
| 57 | Placing Type 1 Rock Ditch Liner | 50 | Cu. Yd. | | |
| 58 | Furnishing Type 2 Rock Blanket | 484 | Cu. Yd. | | |
| 59 | Placing Type 2 Rock Blanket | 484 | Cu. Yd. | | |
| 60 | Furnishing Type 3 Rock Ditch Liner | 360 | Cu. Yd. | | |
| 61 | Placing Type 3 Rock Ditch Liner | 360 | Cu. Yd. | | |
| 62 | Bedding Material for Rock Ditch Liner | 140 | Cu. Yd. | | |
| 63 | Permanent Erosion Control Geotextile | 1,526 | Sq. Yd. | | |
| 64 | State Right-of-Way Marker | 11 | Each | | |
| 65 | City Right-of-Way Marker | 9 | Each | | |
| 66 | Seeding (Cool Season Mixtures) | 7.10 | Acre | | |
| 67 | Buffalo Grass Sodding | 1,735 | Sq. Yd. | | |
| 68 | Class A Excavation | 23,959 | Cu. Yd. | | |
| 69 | Embankment in Place | 25,662 | Cu. Yd. | | |
| 70 | Compacting Embankment (Fill) | 19,054 | Cu. Yd. | | |
| 71 | Compacting in Cut | 55 | Sta. | | |
| 72 | Additional Mobilization for Seeding | 1 | Each | | |
| 73 | Impact Attenuator 40 MPH (Sand Barrels) | 1 | Each | | |
| 74 | Replacement Sand Barrel | 4 | Each | | |
| 75 | Impact Attenuator (Relocation) | 1 | Each | | |
| 76 | Construction Signs | 2,591 | Sq. Ft. | | |
| 77 | Advanced Warning Rail System | 14 | Each | | |
| 78 | Flag Assembly | 19 | Each | | |
| 79 | Relocated Signs | 1,424 | Sq. Ft. | | |
| 80 | Channelizer (Trim Line) | 250 | Each | | |
| 81 | Type III Moveable Barricade with Lights | 163 | Each | | |
| Roadway Items – 2 Sub-Total | | | | | |

Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Roadway Items – 3

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|------------------------------------|---|-----------------|-------------|------------------|------------------|
| 82 | Directional Indicator Barricade | 7 | Each | | |
| 83 | Flashing Arrow Panel | 1 | Each | | |
| 84 | Changeable Message Sign with Comm. Interface, Contractor Furnished/Retained | 4 | Each | | |
| 85 | Type II Pedestrian Barricade | 9 | Each | | |
| 86 | Temporary Traffic Barrier Contractor Furnished/Retained | 843 | Lin. Ft. | | |
| 87 | Temporary Traffic Barrier Height Transition | 1 | Each | | |
| 88 | Relocating Temporary Traffic Barrier | 523 | Lin. Ft. | | |
| 89 | Relocating Temporary Traffic Barrier Height Transition | 3 | Each | | |
| Roadway Items – 3 Sub-Total | | | | | |

Surfacing Items

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|----------------------------------|--|-----------------|-------------|------------------|------------------|
| 90 | 10" Asphaltic Concrete Pavement, SP125C | 22,830 | Sq.Yd. | | |
| 91 | 6" Bituminous Pavement | 3,235 | Sq.Yd. | | |
| 92 | Type A2 Shoulder | 1,292 | Sq.Yd. | | |
| 93 | Type 5 Aggregate For Base (4 in. thick) | 27,405 | Sq.Yd. | | |
| 94 | Type 5 Aggregate For Base (6 in. thick) | 3,235 | Sq.Yd. | | |
| 95 | 8.5" Concrete Pavement (Non-Reinf, 15' Joints) | 817 | Sq.Yd. | | |
| Surfacing Items Sub-Total | | | | | |

Lighting Items – 1

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-----------------|---|-----------------|-------------|------------------|------------------|
| 96 | Relocated Pole | 17 | Each | | |
| 97 | Lighting Pole, 35 Ft., Aluminum, Valmont 310860806T4A | 17 | Each | | |
| 98 | Bracket Arm, 8 Ft. Or 2.4 M, Aluminum, Valmont MA0830B45D | 17 | Each | | |
| 99 | Pole Foundation (35 Ft.) | 33 | Each | | |
| 100 | Base Mounted Control Station 240 Volt - 4 Circuit, Pacific Utility Products CAT. NO. USP16R-M2100-112C-KCMO | 2 | Each | | |
| 101 | Luminaire, LED-A, Type III Lithonia TWH LED ALO 40K T3M MVOLT (including housing) | 6 | Each | | |
| 102 | Luminaire, LED-B, Type III Luminaire | 2 | Each | | |
| 103 | Luminaire, LED-C, Type II American Electric Autobahn ATB2-60BLEDE70-MVOLT-R2-20-NL-P7-SH | 36 | Each | | |

Lighting Items – 1 Sub-Total**Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470****Lighting Items – 2**

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-------------------------------------|--|-----------------|-------------|------------------|------------------|
| 104 | Cable, 10 AWG 1 Conductor, Pole And Bracket | 1,470 | Lin. Ft. | | |
| 105 | Pull Box, Preformed Class 1 | 15 | Each | | |
| 106 | Pull Box, Preformed Class 2 | 10 | Each | | |
| 107 | Conduit, 2 In. Rigid, In Trench | 3,132 | Lin. Ft. | | |
| 108 | Conduit, 3 In. Rigid, In Trench | 251 | Lin. Ft. | | |
| 109 | Conduit, 4 In. Rigid, In Trench | 320 | Lin. Ft. | | |
| 110 | Conduit, 3 In. Rigid, Pushed | 958 | Lin. Ft. | | |
| 111 | Conduit, 1 1/4 In. Rigid, External On Structure | 161 | Lin. Ft. | | |
| 112 | Trenching Type I | 446 | Lin. Ft. | | |
| 113 | Cable, 2 AWG 1 Conductor | 4,330 | Lin. Ft. | | |
| 114 | Cable, 4 AWG 1 Conductor | 3,990 | Lin. Ft. | | |
| 115 | Cable, 8 AWG 1 Conductor | 9,070 | Lin. Ft. | | |
| 116 | Cable-Conduit, 1 In., 2 Conductors And 1 Bare Neutral, 4 AWG | 820 | Lin. Ft. | | |
| Lighting Items – 2 Sub-Total | | | | | |

Traffic Signal & ITS Items – 1

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-----------------|------------------------------------|-----------------|-------------|------------------|------------------|
| 117 | Base, Concrete | 20 | Cu. Yd. | | |
| 118 | Pull Box, Preformed Class 1 | 2 | Each | | |
| 119 | Pull Box, Preformed Class 2 | 10 | Each | | |
| 120 | Pull Box, Preformed Class 3 | 7 | Each | | |
| 121 | Pull Box, Concrete, Double, Type A | 1 | Each | | |
| 122 | Post, Signal 8 Ft. | 3 | Each | | |
| 123 | Post Signal 15 ft | 2 | Each | | |
| 124 | Post, Type C, 20 ft | 1 | Each | | |
| 125 | Post, Type C, 35 ft | 1 | Each | | |
| 126 | Post, Type C, 40 ft | 1 | Each | | |
| 127 | Post, Type C, 45 ft | 1 | Each | | |

| | | | | | |
|---|----------------------|---|------|--|--|
| 128 | Post, Type C, 50 ft | 1 | Each | | |
| 129 | Signal Head, Type 1S | 6 | Each | | |
| Traffic Signal & ITS Items – 1 Sub-Total | | | | | |

Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Traffic Signal & ITS Items – 2

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|---|--|-----------------|-------------|------------------|------------------|
| 130 | Signal Head, Type 3T | 4 | Each | | |
| 131 | Signal Head, Type 3S | 6 | Each | | |
| 132 | Signal Head, Type 3B | 10 | Each | | |
| 133 | Conduit, 2 In, Trench with Tracer Wire | 9 | Lin. Ft. | | |
| 134 | Conduit, 3 In, Trench with Tracer Wire | 386 | Lin. Ft. | | |
| 135 | Conduit, 4 In, Trench with Tracer Wire | 1,054 | Lin. Ft. | | |
| 136 | Conduit, 3 in, Pushed with Tracer Wire | 574 | Lin. Ft. | | |
| 137 | Conduit, 4 in, Pushed with Tracer Wire | 366 | Lin. Ft. | | |
| 138 | Cable, 2 AWG 1 Conductor, Power | 55 | Lin. Ft. | | |
| 139 | Cable, 6 AWG 1 Conductor, Power | 25 | Lin. Ft. | | |
| 140 | Cable, 16 AWG 2 Conductor | 5,370 | Lin. Ft. | | |
| 141 | Cable, 16 AWG 5 Conductor | 5,375 | Lin. Ft. | | |
| 142 | Cable, 16 AWG 7 Conductor | 8,700 | Lin. Ft. | | |
| 143 | Video Detection System | 1 | Each | | |
| 144 | Emergency Preemption | 1 | Each | | |
| 145 | Power Supply Assembly, Type 2 | 1 | Each | | |
| 146 | Controller Assembly Housing, NEMA TS2 Controller | 1 | Each | | |
| 147 | Accessible Pedestrian Pushbutton Detector | 6 | Each | | |
| 148 | SH-Flat Sheet-Signal Sign | 91 | Sq. Ft. | | |
| 149 | Signal Sign, Mounting Hardware | 18 | Each | | |
| 150 | Fiber Optic Cable, 12 - Strand, Single Mode | 300 | Lin. Ft. | | |
| 151 | Conduit, 2 In, Trench with Tracer Wire | 1,637 | Lin. Ft. | | |
| 152 | CCTV PTZ Camera System | 1 | Each | | |
| 153 | Custom Fiber Vault | 1 | Each | | |
| 154 | Cisco IE3000 Switch + Power Supply | 1 | Each | | |
| 155 | Cisco SFP Module | 2 | Each | | |
| 156 | Termination Panel | 1 | Each | | |
| 157 | Terminations | 24 | Each | | |
| 158 | Fiber Splice | 1 | LS | | |
| Traffic Signal & ITS Items – 2 Sub-Total | | | | | |

Signing & Truss Items – 1

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-----------------|--------------------------|-----------------|-------------|------------------|------------------|
| 159 | Structural Steel Posts | 1618 | Lbs | | |
| 160 | U Channel Post, 3 LB | 45 | Lin. Ft. | | |
| 161 | 2 In. PSST Post - 12 Ga. | 644 | Lin. Ft. | | |

| | | | | | |
|--|--|-----|----------|--|--|
| 162 | Driven Post Anchor for 2 In. – 12ga. | 6 | Each | | |
| 163 | 2.5 In. PSST Post - 12 Ga. | 448 | Lin. Ft. | | |
| 164 | 2.25 In. PSST Post Insert (6 Ft.)- 12 Ga. | 12 | Each | | |
| 165 | Driven Post Anchor for 2.5 In. PSST Post - 7 Ga. | 10 | Each | | |
| Signing & Truss Items – 1 Sub-Total | | | | | |

Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Signing & Truss Items – 2

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|--|---|-----------------|-------------|------------------|------------------|
| 166 | Breakaway Assembly (Perforated Square Steel Tube) | 24 | Each | | |
| 167 | SH-Flat Sheet | 555 | Sq. Ft. | | |
| 168 | ST-Structural | 658 | Sq. Ft. | | |
| 169 | SHF-Flat Sheet Fluorescent | 268 | Sq. Ft. | | |
| 170 | Highway Sign Truss (71 Ft S-Tube) | 1 | Each | | |
| 171 | Highway Sign Truss (68 Ft S-Tube) | 1 | Each | | |
| 172 | Highway Sign Truss (60 Ft S-Tube) | 1 | Each | | |
| Signing & Truss Items – 2 Sub-Total | | | | | |

Pavement Marking Items

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-----------------|---|-----------------|-------------|------------------|------------------|
| 172a | Concrete Post Anchor for 2 In. PSST – 7 GA. | 40 | Each | | |
| 172b | Concrete Post Anchor for 2.5 In. PSST – 7 GA. | 18 | Each | | |
| 173 | 4 In. Yellow High Build Waterborne Pavement Marking Paint, Type L Beads | 680 | Lin. Ft. | | |
| 174 | 6 In. White High Build Waterborne Pavement Marking Paint, Type L Beads | 9,830 | Lin. Ft. | | |
| 175 | 6 In. Yellow High Build Waterborne Pavement Marking Paint, Type L Beads | 4,319 | Lin. Ft. | | |
| 176 | Preformed Thermoplastic Pavement Marking, 24 In. White | 318 | Lin. Ft. | | |
| 177 | Preformed Thermoplastic Pavement Marking, 30 In. White Midblock | 32 | Each | | |
| 178 | Preformed Thermoplastic Pavement Marking, 12 In. White Yield Line Triangles | 20 | Each | | |
| 179 | Preformed Thermoplastic Pavement Marking, Left/Right Arrow | 33 | Each | | |
| 180 | Preformed Thermoplastic Pavement Marking, Straight Arrow | 12 | Each | | |
| 181 | Preformed Thermoplastic Pavement Marking, Combination Str/Lt/Rt | 4 | Each | | |
| 182 | Temporary Removable Marking Tape 4 In., White | 18,490 | Lin. Ft. | | |
| 183 | Temporary Removable Marking Tape 4 In., Yellow | 31,059 | Lin. Ft. | | |
| 184 | Temporary Removable Marking Tape 24 In., White | 122 | Lin. Ft. | | |

| | | | | | |
|---|--|--------|----------|--|--|
| 185 | Temporary Non-Removable Marking Tape Left/Right Arrow | 3 | Each | | |
| 186 | Pavement Marking Removal | 49,261 | Lin. Ft. | | |
| Pavement Marking Items Sub-Total | | | | | |

Itemized Bid Form: VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Bridge Items

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|-------------------------------|--|-----------------|-------------|------------------|------------------|
| 187 | Cast-In-Place Retaining Wall | 1,097 | Sq. Ft. | | |
| 188 | Form Liners | 122 | Sq. Yd. | | |
| 189 | Concrete & Masonry Protection System | 1 | Lump Sum | | |
| 190 | Sacrificial Graffiti Protection System | 1 | Lump Sum | | |
| 191 | Temporary Shoring | 1 | Lump Sum | | |
| Bridge Items Sub-Total | | | | | |

Roadway Items – 1 Sub-Total: _____

Roadway Items – 2 Sub-Total: _____

Roadway Items – 3 Sub-Total: _____

Surfacing Items Sub-Total : _____

Lighting Items – 1 Sub-Total: _____

Lighting Items – 2 Sub-Total: _____

Traffic Signal & ITS Items – 1 Sub-Total: _____

Traffic Signal & ITS Items – 2 Sub-Total: _____

Signing & Truss Items – 1 Sub-Total: _____

Signing & Truss Items - 2 Sub-Total: _____

Bridge Items Sub-Total : _____

View High Drive Interchange Improvements at I-470 Project Sub-Total Costs:

ITEMIZED BID FORM

WATER MAIN RELOCATION AT MEERS ROAD & VIEW HIGH DRIVE

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|--|--|-----------------|-------------|------------------|------------------|
| 1 | 8" Class 52 DIP | 753 | Lin. Ft. | | |
| 2 | Fire Hydrant Assembly | 4 | Each | | |
| 3 | Straddle Block | 7 | Each | | |
| 4 | 8"x6" Reducer | 4 | Each | | |
| 5 | Connections to Existing Waterlines | 2 | Each | | |
| 6 | Horizontal Bends | 9 | Each | | |
| 7 | Vertical Bends | 2 | Each | | |
| 8 | Tees | 1 | Each | | |
| 9 | 8" Gate Valve | 6 | Each | | |
| 10 | Contractor Furnished Surveying and Staking | 1 | Lump Sum | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Water Main Relocation at Meers Road & View High Drive Project Sub-Total | | | | | |

ITEMIZED BID FORM

KCMO SANITARY SEWER RELOCATION (PARAGON STAR DEVELOPMENT)

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|---|--|-----------------|-------------|------------------|------------------|
| 1 | 4' Dia Std Manhole 0-8' Deep | 1 | Each | | |
| 2 | 4' Dia MH Extra Depth | 5 | VF | | |
| 3 | Manhole Adjustment | 1 | Lump Sum | | |
| 4 | Remove Existing 8" Pipe | 59 | Lin. Ft. | | |
| 5 | Remove Existing 4' Dia Manhole | 1 | Each | | |
| 6 | Contractor Furnished Surveying and Staking | 1 | Lump Sum | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| KCMO Sanitary Sewer Relocation Project Sub-Total | | | | | |

ITEMIZED BID FORM

VIEW HIGH DRIVE TRAIL PROJECT

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

| <i>Item No.</i> | <i>Description</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Extension</i> |
|--|--|-----------------|-------------|------------------|------------------|
| 1 | Earthwork – Cut | 518 | Cu. Yd. | | |
| 2 | Earthwork – Fill | 93 | Cu. Yd. | | |
| 3 | Concrete Pavement | 2,195 | Sq. Yd. | | |
| 4 | Concrete Curb and Gutter | 100 | Lin. Ft. | | |
| 5 | Gravel Inlet Protection | 3 | Each | | |
| 6 | Straw Wattle | 1,773 | Lin. Ft. | | |
| 7 | Seeding | 1,606 | Sq. Yd. | | |
| 8 | ADA Compliant Type II Barricade | 4 | Each | | |
| 9 | R9-9 24"x12" | 4 | Each | | |
| 10 | M4-9 30"x24" | 4 | Each | | |
| 11 | ADA Ramp | 3 | Each | | |
| 12 | Contractor Furnished Surveying and Staking | 1 | Lump Sum | | |
| | | | | | |
| | | | | | |
| View High Drive Trail Project Sub-Total | | | | | |

ITEMIZED BID FORM
Project Grand Total

VIEW HIGH DRIVE INTERCHANGE IMPROVEMENTS AT I-470

Project Sub-Total: _____

WATER MAIN RELOCATION AT MEERS ROAD & VIEW HIGH DRIVE

Project Sub-Total: _____

KCMO SANITARY SEWER RELOCATION (PARAGON STAR DEVELOPMENT)

Project Sub-Total: _____

VIEW HIGH DRIVE TRAIL PROJECT

Project Sub-Total: _____

GRAND TOTAL (ALL FOUR PROJECTS):

Grand Total: _____

Schedule: State the numbers of calendar days your company will take to complete the project from Notice to Proceed to final completion.

The TDD reserves the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the TDD.

In the event a Contract is awarded to the successful Bidder, it shall be executed within ten (10) days. The Bidder shall return with his executed Contract all Performance Payment Bonds, Warranty Bonds and Insurance Provisions as required by the Supplementary Condition and the Contractor's Work.

If the successful Bidder fails or refuses to enter into a Contract as required by the I-470 Western Gateway TDD or fails to provide the required bonds and insurance to the TDD, within the time limited, said Bidder shall forfeit to the TDD the difference between the low bid of said defaulting bidder and the amount of the bid of the Bidder to whom the Contract is subsequently awarded and the cost, if any, of republication of notice to bidders and all actual expense incurred by reason Bidder's default. The amount of said forfeiture shall not exceed the total amount deposited as security and shall be forfeited to the TDD as liquidated damages and not as a penalty. Negligence on the part of Bidder in preparing or submitting the bid confers no right for the withdrawal of the bid after it has been opened and shall not constitute a defense to or excuse from the requirements of this Provision.

The undersigned Bidder hereby proposes and agrees, if this bid is accepted, to enter into an Agreement with the I-470 Western Gateway TDD in the form included in the Bidding Documents to perform all Work as specified or indicated in this Bid submitted as indicated and in accordance with the other terms and conditions of the Bidding Documents. Furthermore, Bidder agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by I-470 Western Gateway Transportation Development District.

Bidder: _____

Contact: _____

Address: _____

Title: _____

Email: _____

Phone: _____

Fax: _____

Signature _____

Date Submitted: _____

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the _____ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is _____ and the email address for submittal is _____. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

| (A) DBE Name & Address | (B) Bid Item numbers (Or Line numbers) | (C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum) | (D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%) | (E) \$ Amount Applicable to DBE Goal for each item (C x D) | (F) % Of Total Contract Amount for each item (E/Total Contract A |
|---------------------------|--|--|---|--|---|
| 1. | | | | | |
| | | Total | | | |
| 2. | | | | | |
| | | Total | | | |
| 3. | | | | | |
| | | Total | | | |
| 4. | | | | | |
| | | Total | | | |

| | | | | | |
|-------------------------|--|--|--|--|--|
| Total DBE Participation | | | | | |
|-------------------------|--|--|--|--|--|

** Cannot exceed contract amount for given item of work.

DBE Submittal

| (A) DBE Name & Address | (B) Bid Item numbers | (C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum) | (D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%) | (E) \$ Amount Applicable to DBE Goal for each item (C x D) | (F) % Of Total Contract Amount for each item (E/Total Contract Amount) |
|---|-------------------------|--|---|--|--|
| Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm | | | 100% | | |
| Trucking Services Trucks are leased from non-DBE source | | | | Only Include <u>Fees</u> for Trucking Services | |
| Brokered Services | | | | Only Include <u>Fees</u> for Brokered Services | |
| Totals (Page 1) | | | | | |
| Totals (Page 2) | | | | | |
| Totals (additional pages if needed) | | | | | |
| Total DBE Participation | | | | | |

** Cannot exceed contract amount for given item of work.

Company: _____ Date: _____

By: _____ Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS

1.0 Disadvantaged Business Enterprise (DBE) Program Requirements. The subsequent Sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal financial participation. Federal-aid or federal financial participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Commission contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract financed in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for, and participate in performance on project contracts and subcontracts.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract

awarded by the Commission, “the recipient” will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

6.0 Bank Services. The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Director. See [Sec 7.0](#).

7.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: dbe@modot.mo.gov. It will be the duty of each contractor, for the contractor and for the contractor’s subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety’s principal.

8.0 DBE Certification, and the Missouri Unified Certification Program. The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

9.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any call involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, and to MoDOT:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission’s DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

(b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.

(c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.

(d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.

(e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other applicable penal laws, that if it awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Commission, through MoDOT, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any

other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

(g) The surety upon any bid or contract bond acknowledges the surety is held and firmly bound to the Local Agency for each and every duty of the surety's principal provided in any bid or contract regarding the DBE program.

10.0 Designation of DBE firms to perform on contract The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be certified at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall

include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

(3) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. The contractor will remain subject to appropriate administrative remedies, including but not limited to, liquidated damages for the full dollar amount that the DBE contract goal is not met. Liquidated damages will also be assessed against the contractor if the original, substitute or replacement DBE firms perform the required contract work, but are not paid in full for some or all of that work by the contractor, including back charges. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

11.0 Good Faith Effort to Secure DBE Services. The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

11.1 Bidding Procedure. The following bidding procedure shall apply to the contract, for DBE program compliance purposes.

11.2 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

The bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the bid package are the sole liabilities of the bidders. The bid may be found non-responsive if the submittal is not complete and/or accurate.

11.3 Bid Rejection, Bid Security Disposition. The failure of either the apparent low bidder or the second low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid, and the bid surety bond or bid guaranty of that bidder will be forfeited to and become the property of the Local Agency upon demand.

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.4 Good Faith Efforts Described. Good faith efforts to meet the DBE contract goal may include, but are not limited to, the following:

(a) Attending a pre-bid meeting, if any, scheduled by the department to inform DBEs of contracting and subcontracting opportunities;

(b) Advertising in general circulation trade association and socially and economically disadvantaged business directed media concerning subcontracting opportunities.

(c) Providing written notice to a reasonable number of specific DBEs so that the DBE’s interest in the contract are solicited in sufficient time to allow the firm to participate effectively;

(d) Following-up on initial written notice or solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.

(e) Maintaining documentation of responses received in the effort to solicit DBE participation.

(f) Selecting portions of work to be performed by DBEs to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

(g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.

(h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE’s capabilities.

(i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.

(j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MoDOT and other organizations that provide assistance in the recruitment and placement of DBEs.

11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts. In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

12.0 DBE Participation for Contract Goal Credit. DBE participation on the contract will count toward meeting the DBE contract goal as follows:

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the MRCC as a DBE at the time the contract or subcontract is executed, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MoDOT External Civil Rights Director shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to review and approve the contractor's organizational structure and proposed operation. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted

toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a MoDOT certified DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or the prime's affiliated firms, or from another non-DBE subcontractor, will not count toward the DBE contract goal.

(c) The contractor may count expenditures to a DBE subrecipient toward the DBE contract goal only if the DBE performs a commercially useful function (CUF) on that contract.

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

(1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

(2) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt, without owning, operating or maintaining a place of business where it keeps such items in stock, if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

(3) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the regular dealer, who shall be responsible for their distribution.

(4) A manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises, the material, supplies, articles or equipment required under the contract and of the general character described by the project specifications. A manufacturer will include firms that produce finished goods or products from raw or unfinished material, or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

(e) A contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

(1) The contractor may count toward the DBE contract goal the entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive, compared with fees customarily charged for similar services.

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

(f) A contractor may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the contractor shall determine, or contact the MoDOT External Civil Rights Director for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

(g) The contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site; a broker typically will not purchase or pay for the material, supplies or equipment, and if the broker does purchase or pay for those items, those costs will be reimbursed in full. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

13.0 Performing a Commercially Useful Function (CUF). No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

13.1 Contractor's Obligation to Monitor CUF Performance. It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

13.2 DBEs Must Perform a Useful and Necessary Role in Contract Completion. A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

13.3 DBEs Must Perform The Contract Work With Their Own Workforces. If a DBE does not perform and exercise responsibility for at least 30 percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT will presume that the DBE is not performing a commercially useful function.

13.4 Factors Used to Determine if a DBE Trucking Firm is Performing a CUF. The following factors will be used to determine whether a DBE trucking company is performing a commercially useful function (CUF):

(a) To perform a CUF, the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation that the DBE is being paid for on the contract work. There shall not be contrived arrangement, including but not limited to, any arrangement that would not customarily exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal.

(b) The DBE must own and operate at least one fully licensed, insured and operational truck used in performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for hauling the necessary materials or supplies.

(c) The DBE receives 100 percent contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures and operates, using drivers that the DBE employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for of the transportation services the lessee DBE firm provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or commission the DBE receives as a result of the lease arrangement. The DBE will not receive credit for the total value of the transportation services provided by the non-

DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or commissions, where the DBE leases the trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.

(f) For purposes of this section, the lease shall indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

14.0 Use of Joint Checks

Request for joint checks must be made to MoDOT by the contractor. Prior approval must be given before the use of joint checks is allowed. Contact External Civil Rights Division at 573-751-4309 or dbes@modot.mo.gov to request a Joint Check Request Form.

15.0 Verification of DBE Participation, Liquidated Damages.

15.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

15.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or

remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

16.0 Prompt Payment Requirements. In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section 34.057, RSMo., the provisions of the Commission's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

17.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.



**I-470 Western Gateway Transportation District
I-470 and View High Drive Diverging Diamond Interchange
Addendum #2
June 3, 2024**

Add-Item #1: Several bidders have expressed concern with material lead times specifically the tube truss system. “Enclosed is “Addendum #2 – Revised Bid Form”. Article #3 has been revised for bidders to insert the number of calendar days to complete the work. It remains Paragon Star preference to complete the work by end of Calendar year 2024.

Add-Item #2: Project has a DBE goal of 10% participation. Enclosed is DBE forms.

End of Addendum #2.

Contractor to acknowledge on Bid Form.