

**REQUEST FOR
BID (RFB) FORM**

**MAILING ADDRESS:
MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES, P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-130507TV
DATE	April 17, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF
THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 PM LOCAL TIME; May 7, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN
BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.
MISSOURI DEPARTMENT OF TRANSPORTATION**

Rolla, Doniphan & St. Joseph, MO

BUYER: Tom Veasman **EMAIL:** tom.veasman@modot.mo.gov

BUYER TELEPHONE: 573-522-4404

The purpose of this Request For Bids (RFB) is to accept bids to provide salt storage dome roof restoration by applying sprayed polyurethane foam (SPF) and roof coatings to MoDOT Salt Storage Facilities at three locations in accordance with the Scope of Work and as directed by the Facility Operations Supervisor at each location. This project is described as **"MoDOT Salt Dome Roof Restoration"**. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

Notice to Contractors

MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., May 7, 2013. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, tom.veasman@modot.mo.gov, or electronically download them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm. Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

Physical locations are as follows:

Rolla – Phelps County – 351 Sally Road, Rolla, MO 65401

Doniphan – Ripley County – Rt. 21 at 160 East Junction

St. Joseph – Buchanan County – 4718 South Highway 169, St Joseph, MO 64507 (Two domes at this location treated as one project)

Written Questions: All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Wednesday, May 1, 2013 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to tom.veasman@modot.mo.gov. Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, May 2, 2013. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

(SEE ATTACHED FOR TERMS, 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.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

**Is your firm MBE
certified?** ☐ Yes ☐ No

Title: _____
**Is your firm WBE
certified?** ☐ Yes ☐ No

TABLE OF CONTENTS

PAGE

FINAL CHECKLIST BEFORE SUBMITTING BID

1

00100 BIDDER REQUIREMENTS

2

00301 BID FORM

16

00600 BID BOND

18

Terms & Conditions Attached.

Other Information Provided as Separate Attachments:

Annual Wage Order #19 for Phelps, Ripley and Buchanan Counties

FINAL CHECKLIST BEFORE SUBMITTING BID

- ____1. Complete the Bid Form by filling in the total dollar amount(s) of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
- ____2. Submit a Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- ____3. Complete the Vendor Information and Preference Certification Form.
- ____4. Complete the form that is applicable to your company. Either the:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
or the
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
- ____5. If addenda(s) are issued attach to the back of the bid package.

BIDDER REQUIREMENTS

1. SCOPE OF WORK

- 1.1 The contractor shall provide MoDOT with salt storage dome restoration at any or all, of the following three locations:

Salt Dome at Rolla, MO:

Estimated dome information: 82' ft. diameter conical dome on 6' ft. concrete wall. Top of concrete to top of dome is 37' - 8 5/16". Overall height = 43' - 8 5/16". Dome is divided into 20 sections comprised of 7 panels each with the exception of the entrance. Total square footage of roof surface including entrance roof and side walls = 7,851.89 sq. ft. Exposed exterior concrete surface = 1,498.52 sq. ft.

MoDOT contact for appointment to view roof: Phil Hamilton 573-751-7850(Office) 471-252-0960(Cell)



Salt Dome at Doniphan, MO: Location: MoDOT, Rt. 3 Box 2277, Doniphan MO 63935

Driving instructions: Rt. 21 at 160 East Junction. Estimated dome information: Estimated coverage area of 5500 sq. ft. Estimated dome information: Conical dome on 6' 6" concrete wall. Top of concrete to top of dome is an estimated 32'. Estimated overall height = 38' 6". Measurement around the outside wall of dome at ground level is 161'.

MoDOT contact for appointment to view roof: Paul Huskey 573-472-5216 (Office) 573-380-8470 (Cell)



Two Salt Domes at St Joe Metro (Bid as one project): 4718 South Highway 169, St Joseph, MO 64507 (Buchanan County)

MoDOT contact for appointment to view roof: Mathew Sonner 816-387-2782 (Office) (816)262-3799 (Cell)

DOME 1STJ27B: Containing 20 Sections and 9 Panels

DOME-100' Diameter DOME, 8'-5 1/16" wall height, Roof height is 50'5 11/32" from top of wall.



DOME 1STJ27C : Containing 20 Sections and 9 Panels

DOME- 82 ' diameter, 6'-5 11/16" wall height, Roof Height 51' 3" from top of wall.



1.2 SUMMARY

- A. Provide labor, materials, equipment and supervision necessary to install fully adhered roof coating system over new sprayed-in-place polyurethane foam as outlined in this specification.
- B. All existing HVAC and other equipment shall be protected from any damage that could be caused by roofing work, coating and mishandling.
- C. The raising, re-setting, and protection of air conditioning equipment, ventilators, and exhaust fans may be required.

1.3 MINIMUM CONTRACTOR REQUIREMENTS

- A. Contractor must be a current approved BASF Team Q Applicator or current applicator of the approved SPF system manufacturer.
- B. Contractor must be certified with the manufacturer of the roof coating system that they use on this project and be able to provide documentation of their certification.
- B. Contractor must have a minimum of 3 years of experience in the Sprayed Polyurethane Foam (SPF) and coatings industry.
- C. Contractor must complete the applications of both the SPF and the roof coatings with their own forces. No subcontracting of these applications will be accepted.
- D. Contractor must be able to show that they have completed a "like project" such as a dome or tank that required the SPF/roof coatings to be sprayed using a lift.

1.4 WARRANTY

- A. A Material and Labor (M&L) warranty of 10 years on the roofing system is required. The applicator must be eligible for and make application to the manufacturer of the SPF and the manufacturer of the roof coatings upon completion of the roof coating system.
- B. As a condition of the project's completion and acceptance, deliver to MoDOT, a copy of the fully executed specified warranty or warranties following individual manufacturer warranty guidelines.
- C. If the SPF manufacturer or roof coating manufacturer requires a Pre-Installation Notification (P. I. N.) form, it must be completed by the applicator and signed by the manufacturer prior to ordering the materials.

1.5 SUBMITTALS AFTER AWARD

- A. Product Data: Submit sprayed polyurethane foam (SPF) and roof coatings product literature including appropriate technical data sheets and installation instructions. Products submitted as "equivalents" will be reviewed to determine if they are meet the required specifications.
- B. Samples: Submit cured sample of specified roof system to be used as a standard of quality.
- C. Applicator Approval: The Applicator must be approved by the manufacturer of the roof coating system to complete the installation of the roof coating system. Submit a certification or letter from the roof system manufacturer that indicates that the applicator is approved to install their specified products.

2. PRODUCTS

2.1 DELIVERY, STORAGE AND HANDLING

- A. Containers and Packaging: Materials shall be delivered in original, tightly sealed containers, clearly labeled with the manufacturer's name, product identification and batch/lot number(s).
- B. Storage and Handling: Safely store materials in their original containers out of the weather and where temperatures are within the limits specified by the manufacturer. Materials should not be stored at high temperatures or in direct sunlight. All materials shall be stored in compliance with local fire and safety requirements.

2.2 ENVIRONMENTAL PROJECT CONDITIONS

- A. The sprayed polyurethane foam and roof coating materials shall not be applied when substrate temperature is less than 40 degrees Fahrenheit, if precipitation is imminent or to a damp or frosty surface. Temperature should be above 40 degrees F and more than 5 degrees F above dew point and rising.
- B. When wind speeds exceed 10 mph or adversely affects the quality of the SPF or roof coatings, windscreens shall be used during application of the polyurethane foam and coatings to prevent overspray onto surfaces not intended to receive foam and coating. Under no circumstances shall the polyurethane foam or roof coating be applied when wind speeds exceed 25 miles per hour.
- C. When applicable, coordinate work with other trades to ensure coatings are protected from traffic and other abuse until completely cured and installation is complete.
- D. Read and follow the Material Safety Data Sheet (MSDS) and container labels for detailed health and safety information.
- E. Maintain work area in a neat and orderly condition, removing empty containers, rags, and trash from the site daily.

2.3 SPRAYED POLYURETHANE FOAM

Physical property requirements are as follows, for acceptable insulation products with Zero-Ozone Depleting Potential, such as BASF FE348 3.0 Series with a density of 2.8 lbs. or greater or approved equal will meet these requirements.

Property	Value	Test Method
Density, sprayed-in-place, pcf, min.	2.8 - 3.2	ASTM D 1622
Compressive strength, psi, min.	50	ASTM D1621
Closed-cell content, percent, min.	>90	ASTM D 2856
K-factor, aged, max	0.158	ASTM C 518
Dimensional Stability, 28 days, Percent volume change, max.	+0.69	ASTM D 2126
Flame spread, max.	<75	ASTM E 84

2.4 POLYURETHANE COATINGS

The following polyurethane roof coating products are acceptable. Products deemed to be equal may be submitted for review.

1. Base Coat: NEOGARD 70620 Series polyurethane coating, grey in color.
ERATHANE 300 FINISH COAT, grey in color
2. Top Coat: NEOGARD 70612 polyurethane coating, tan in color.
ERATHANE 300 FINISH COAT, grey in color

3. EXECUTION

3.1 EXAMINATION

- A. Inspect surfaces, which will receive the roof coating system to make sure the surface is clean, smooth, sound, properly prepared, and free of moisture, dirt, debris, or other contaminants.
- B. Verify that all roof penetrations, mechanical equipment, cants, edge metal, and other on-roof items are in place and secure.
- C. Verify that all critical areas around the immediate vicinity of the coating application area are suitably protected.
- D. Verify all roof drains are clean and in working order.
- E. Verify that all air intake vents are suitably protected or closed.

3.2 PREPARATION:

- A. Protect all adjoining areas that are not to receive the roof coating system and provide a suitable work station to mix the coating materials.
- B. Concrete: Verify all work done under other sections meet the following:
 - a. Remove loose dirt, dust, and debris by using compressed air, vacuum equipment or wet-vac. Oil, grease, release agent or other contaminants shall be removed with proper cleaning solutions.
 - b. Ensure concrete has cured a minimum of 28 days. Water-cured treatment of concrete is preferred. The use of concrete curing agents, if any, shall be of sodium silicate base only.
 - c. All joint openings in concrete decks exceeding 1/4" inch shall be grouted or caulked prior to application of the polyurethane foam.
 - d. Damaged areas of the concrete deck shall be restored to match adjacent areas. Use 100% solids epoxy and sand for filling and leveling.
- C. Wood: Verify that all plywood deck work done under other sections meet the following:
 - a. Plywood shall be exterior grade quality and shall be at least 1/2" inch thick. Attachments must meet building code requirements for resistance to wind uplift.
 - b. The plywood shall contain no more than 18 percent moisture by weight.

- c. All untreated and unpainted surfaces shall be primed with an appropriate, approved primer to minimize absorption and aid in the polyurethane foam adhesion.
- d. Tongue –and-groove sheathing and planking decks shall be overlaid with a minimum of ¼” exterior grade plywood, insulation board or a base sheet securely attached to meet the building code requirements.
- e. Any joints greater than ¼” shall be caulked or taped prior to the polyurethane foam application.
- f. Remove all loose dirt, dust, and debris using air, a hand or power broom and/or a vacuum. Power washing is not recommended as it may introduce water into the substrate. Oil, grease, and other contaminants must be removed using appropriate cleaning solution. Severely contaminated wood substrates shall be removed and replaced.
- g. Prime the clean, dry wood surfaces with the product recommended by the roof coating system manufacturer using their recommended application rate.
- h. Ensure all surfaces are clean and dry prior to polyurethane foam application.

D. Existing Built-Up/Aggregate Roofs:

- a. All loose gravel or other aggregate, dust, and debris shall be removed using power vacuum equipment, hydro-vac, power sweeper, or suitable means.
- b. Examine roof for areas where cold application asphaltic materials may have been applied. Remove all restaurants, cutback asphalts and plastic cements down to the existing felts.
- c. Remove and replace all blistered and delaminating materials and replace to grade.
- d. Inspect and test the existing roof assembly for the presence of moisture. Wet (areas with greater than 15% moisture content) areas and areas of saturation must be removed and replaced with compatible materials.
- e. Remove or refasten all loose base flashing, counter-flashing, and gravel stops, as needed.

E. Other Considerations:

Lightning rods shall be masked prior to the application of polyurethane foam. Lightning rod cables shall not be embedded in the SPF and should be removed prior to the SPF application. Electrical and mechanical conduits should be relocated or raised above the roof surface.

3.3 POLYURETHANE FOAM APPLICATION

A. Inspection

- a. Prior to the application of polyurethane foam, the roof vents shall be raised a minimum of 3” inches and loose shingles secured down and inspect the substrate surface to ensure Section 3.1 EXAMINATION and Section 3.2 PREPARATION have been met.
- b. The polyurethane foam application shall not proceed unless ENVIRONMENTAL PROJECT CONDITIONS in Section 2.2 are met. SPF shall not be applied until exterior surfaces are thoroughly dry.

B. Application

- a. All objects that require protection from overspray shall be protected; all mobile objects shall be moved to an acceptable area. All intake air vents shall be turned off and covered.
- b. Apply the polyurethane foam in strict accordance with the spray polyurethane foam (SPF) manufacturer's specifications and application instructions, using spray equipment recommended by the SPF manufacturer.
- c. Polyurethane foam shall be applied in a minimum of ½-inch thick passes. The total thickness of the polyurethane foam shall be a minimum of 1 ½" inches (or more for additional insulation value), except where tapering is required to facilitate drainage or at a tapered edge.
- d. Apply the full thickness of polyurethane foam in any area on the same day.
- e. Polyurethane foam shall be applied to ensure positive drainage, resulting in no ponding water. Ponding water is defined as "an area of 100 square feet or more which holds in excess of ½ inch of water as measured 24 hours after rainfall."
- f. The polyurethane foam shall be terminated neatly a minimum of 4 inches above the finished surface at any penetrations. Sprayed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
- g. The finished polyurethane foam surface texture shall be "smooth to orange-peel", free of voids, pinholes and depressions. "Verge of popcorn" texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable SPF textures shall be removed and re-sprayed prior to the coating application.

Flashing Material – flashings and coverings: Flashings and waterproof coverings for expansion joints shall be uncured, non-staining, 60 mil (0.060") neoprene elastomeric sheet material.

Note: All uncured or procured sheet flashing shall be installed on top of finished foam insulation.

3.4 ROOF COATINGS APPLICATION

- A. Factors that affect minimum dry film thickness: Thickness values of cured film can vary due to many factors including but not limited to surface finish/texture, wind overspray loss, roller loss, container residue/spills, equipment characteristics, and thinning. In order to help ensure proper dry film thickness, use a wet mil gauge to measure thickness of coating during application. Depending on job conditions, additional coats may be required to achieve specified dry film thickness.
- B. Base Coat: The base coat (or coats) shall be applied the same day as the polyurethane foam application when possible. Apply base coat(s) at an estimated rate of 1.0 gallon per 100 sq. ft. to yield an average thickness of 13 dry mils in strict accordance with procedures outlined by the manufacturer and allow to properly cure.
Note: The determination to apply one or two base coats will depend on the recommendation guidelines of the manufacturer of the roof coating system. Some manufacturers recommend two base coats and one topcoat and some recommend one base coat and two topcoats.
- C. Topcoat: Topcoat (or coats) to be applied at an estimated rate of 1.0 gallon per 100 sq. ft. to yield an average thickness of 13 dry mils in accordance with the application procedures outlined by the manufacturer and allow to cure.

- D. Coating Thickness Requirements: Total system thickness shall average 39 dry mils with a minimum coating thickness of the system, at any point on the roof, to be 30 dry mils. The coatings shall be applied in a minimum of three passes. The combination of base and top coats required to achieve the total system thickness shall follow the recommended guidelines of the manufacturer of the roof coating system. Note: the application rates are theoretical, calculated for glass-smooth surfaces with no allowance made for loss, job, or surface conditions. Therefore, published coverage rates should only be used as a guide for estimating material requirements for a given job.

3.5 FIELD QUALITY CONTROL

Manufacturer's Field Services: Inspection by a coating manufacturer's representative may be required to verify the proper installation of the system. Any areas that do not meet the minimum standards for application as specified herein shall be corrected at the applicator's expense. Manufacturer's inspection or verification shall not constitute acceptance of responsibility for any improper application of material.

4. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

5. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission 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 Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

6. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination. **Bidders are responsible for final measurements to determine the area to be coated.**
- B. 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 the state. Contractor will comply with local laws involving safety in the prosecution of the work.

7. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

8. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

9. REVIEWS

The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents.

10. WORK QUALITY

- A. Inspection of Work. The General Services Facility Operations Supervisor or designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the General Services-Facility Operations Supervisor or designated representative, the contractor shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
- B. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the General Services-Facility Operations Supervisor or designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
- C. Contractor's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
- D. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by General Services Facilities Manager.
- E. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the

operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.

- F. The contractor will be required to remove from the Commission's property all debris.
- G. Temporary Suspension of Work. The General Services-Facility Operations Supervisor or designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when conditions are such that in the opinion of the General Services-Facility Operations Supervisor or designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, however, if the suspension is because of the contractor's failure to comply to any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

11. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the General Services-Facility Operations Supervisor or designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
 - a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

- b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

12. DEFINITIONS

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by: Phil Hamilton, [Facility Operations Supervisor in the Central District], 573-751-7850 (Office) or 417-252-0960 (Cell) Paul Huskey, [Facility Operations Supervisor in the Southeast District], 573-472-5216 (Office) or 573-380-8470 (Cell) Mathew Sonner, [Facility Operations Supervisor in the Northwest District], 816-387-2782 (Office) or 816-262-3799 (Cell)

Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table border="0"><tr><td><u>M/WBE Name</u></td><td><u>Percentage of Contract</u></td><td><u>M/WBE Certifying Agency</u></td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<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

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

EXHIBIT A

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

) ss

COUNTY OF _____)

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

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

- I, the Affiant, am the _____ of _____, and I am duly authorized,
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 attached]

EXHIBIT B

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)

) ss

COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

owner or partner business name

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen.

☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-130507TV – MoDOT Salt Dome Roof Restoration Project** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

Rolla - _____ DOLLARS (\$_____)

Doniphan - _____ DOLLARS (\$_____)

St. Joseph (2) - _____ DOLLARS (\$_____)

Note: Awards will be made on an "Item By Item" basis.

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.
4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being: _____ DOLLARS (\$_____).

IF AN INDIVIDUAL

Name of individual

Residence address

Social Security Number

Telephone Number

Firm Name, If Any

Address for communications

Signature

IF A PARTNERSHIP

_____	(State Name and Residence Address of All Partners)
Name of Partnership	_____
_____	_____
Partner	Residence Address
_____	_____
Partner	Residence Address
_____	_____
_____	Federal Tax I.D. Number
_____	_____
Address for Communications	Signature of Either Partner
_____	_____
Telephone Number	

IF A CORPORATION

_____	Incorporated under the laws of the
Name of Corporation	State of _____
_____	Corporate License No. _____
Name and Title of Officer	(If a corporation organized in a state other than
_____	Missouri, attach Certificate of Authority to do
Signature of officer	business in the State of Missouri.)
_____	_____
_____	Federal Tax I.D. Number
_____	(ATTEST)
Address for Communications	_____
_____	_____
Telephone Number	(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

00600

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and
Transportation Commission) in the penal sum of

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

Sealed with our seals and dated this _____ day of _____, 20 _____

THE CONDITION OF THIS OBLIGATION is such that:
WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said bid.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of
the Bid, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,
and any other expense of recovery.

_____ Principal	_____ Surety
By _____	_____ Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct
surety business in the State of Missouri.

END OF SECTION

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Bid Guaranty/Contract Bond

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Missouri Highways and Transportation Commission

Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Buchanan, Phelps and Ripley**. The **Annual Wage Order #19** is attached to the bid documents. 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.
- c. 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.
- d. 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.

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$200 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Time of Completion

If this bid is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **10-working days/structure** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

A Working Day

Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.