



MISSOURI  
HIGHWAYS and TRANSPORTATION  
COMMISSION  
JEFFERSON CITY, MISSOURI

# REQUEST FOR BID

BID OF

Vendor Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

FOR  
CONSTRUCTING OR IMPROVING  
**Contract I.D. SL17-025-R7**

STATE PROJECT

**Route 30 at Pierce Creek Erosion Repair**  
**Located approximately 1.45 miles west of Lonedell**  
**Franklin County, MO**

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than **seven (7) days** prior to the date and hour of the bid opening. See Sections 101-103 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalification's to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed by one or more persons legally qualified to execute papers in the name of said firm or corporation.
- ☐ 3. The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. If submitting a project specific or annual bid bond, bidders must use the MoDOT provided bid bond forms. The project specific bid bond form is included in the request for bid. Annual bid bonds (both paper and electronic) shall be executed by June 15<sup>th</sup> of each year. Bid bonds should be mailed to: Stephanie Austin Rashid, CPPB, Procurement Unit, Operations Complex, 2309 Barrett Station Rd, Ballwin, MO 63021.

All questions concerning the bid document preparation shall be directed to Stephanie Austin Rashid – Procurement Division at (314) 205-7307.

Rev. 03-13

**TABLE OF CONTENTS**

**Notice to Contractors**

Proposed Work.....	item (1)
Compliance With Contract Provisions.....	item (2)
Period of Performance.....	item (3)
Liquidated Damages.....	item (4)
Construction Safety Program.....	item (5)
Personal Protective Equipment.....	item (6)
Prevailing Wage.....	item (7)
Bid Guaranty .....	item (8)
Certifications for State Jobs.....	item (9)
Antidiscrimination.....	item (10)
Preference to Missouri Firms in Awarding of Contracts.....	item (11)
Signature and Identity of Bidder.....	item (12)
Insurance Requirements.....	item (13)
Invoicing and Payment Requirements.....	item (14)
Prohibition of Employment of Unauthorized Aliens.....	item (15)

**Itemized Bid Sheets**

Scope of Work

Bid Bond

Pricing Page

Worker Eligibility Verification Affidavit

Applicant Affidavit for Sole-Proprietorship or Partnership

**Separate Attachments**

General Wage Order #60

Sealed Plans

404 Permit

## **NOTICE TO CONTRACTORS**

Each bid must be mailed or hand delivered in a sealed envelope to Ms. Stephanie Austin Rashid, CPPB, Procurement Unit, Operations Complex, 2309 Barrett Station Rd., Ballwin, Mo. 63021.

Bids must be returned to the office of Ms. Austin Rashid no later than 10:00 a.m., Local Time, November 21, 2016.

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

Erosion Repair located on Route 30 at Pierce Creek, approximately 1.45 miles west of Lonedell in Franklin County, MO.

(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 Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2016," and "Missouri Standard Plans for Highway Construction, 2016", 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. **All questions concerning the bid document preparation shall be directed to the Stephanie Austin Rashid – Procurement Division at (314) 205-7307.**

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the time specified in the Contract Liquidated Damages in accordance with Paragraph E 2.0 of the **Scope of Work** part of this RFB.

(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 as specified in the Contract Liquidated Damages in accordance with Paragraph E 1.0, E 2.1, and E 3.0 of the **Scope of Work** part of this RFB.

(5) **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.

(6) **PERSONAL PROTECTIVE EQUIPMENT:** All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head, eye and foot protection in the performance of work.

All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:

**Daytime Flagger.** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.

**Daytime Worker.** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.

**Nighttime Flagger.** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.

**Nighttime Worker.** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

(7) **PREVAILING WAGE:** General Wage order #60 to apply, Franklin County, MO in accordance with Section 110.

(8) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book and the project and annual bid bond forms are also available on MoDOT's website. Paper annual bid bonds shall be submitted to MoDOT by June 15<sup>th</sup> of each year, and electronic annual bid bonds shall be executed by June 15<sup>th</sup> of each year. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☐ Paper Annual Bid Bond
- ☐ Cashier's Check/Paper Project Bid Bond
- ☐ Electronic Bid Bond

(9) **CERTIFICATIONS FOR STATE JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.5 (regarding Missouri Domestic Products Procurement Act). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the Commission may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(10) **ANTIDISCRIMINATION:** The Commission 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.

(11) **PREFERENCE TO MISSOURI FIRMS IN AWARDING OF CONTRACTS:** The bidder's attention is directed to Section 34.355 RSMo Supp 2000, et seq, which requires that preference be given in awarding contracts to firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal, or better, and the price quoted is the same, or less.

The law also requires that a contractor or bidder domiciled outside the state of Missouri shall be required, in order to be the successful bidder, to submit a bid which is the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for the Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri in a like contract or bid being let in his domiciliary state. A contractor or bidder domiciled outside Missouri shall also be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

For firms, corporations or individuals domiciled outside the state of Missouri, it is requested they submit the following information:

List the state of domicile

List address of all Missouri offices or places of business

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**(12) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

\_\_\_\_\_, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual                      ☐ partnership                      ☐ joint venture

☐ corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS

BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, ACTING THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

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Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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 commission, as required by the standard specifications.

**(13) INSURANCE REQUIREMENTS:** The bidder shall maintain or cause to be maintained at bidder'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 Section 107.13 shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri.

**(14) INVOICING AND PAYMENT REQUIREMENTS:** The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Business & Benefits  
1590 Woodlake  
Chesterfield, MO. 63017-5712

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

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

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.

Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of the required documentation.

**(15) PROHIBITION OF 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:

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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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.

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.





### **SCOPE OF WORK**

St. Louis District,  
Erosion Repair  
Job Number WBH0995A

### **Miscellaneous Contract Requirements and Specifications**

#### **A. Work Location**

Route 30 at Pierce Creek, approximately 1.45 miles west of Lonedell.  
Franklin County.

#### **B. Work Description**

The purpose of this project is to repair erosion on the west bank of Pierce Creek for approximately 300' south of the Rte. 30 bridge. All work shall be completed as shown on the construction plans, or as directed by the Commission's representative.

**1.0** In addition, the contractor shall contact designated MoDOT personnel at least 10 working days prior to beginning work.

#### **C. Tabulation of Quantities**

2022010	Removal of Improvements	1.0 LS
2031000	Class A Excavation	340.0 CY
2036000	Compacting Embankment	319.0 CY
6113020	Furnishing Type 2 Rock Blanket	583.0 CY
6113040	Placing Type 2 Rock Blanket	583.0 CY
6161005	Construction Signs	164.0 SF
6161008	Advanced Warning Rail System	6.0 Each
6161009	Flag Assembly	2.0 Each
6161025	Channelizer (Trim Line)	40.0 Each

6161096	Changeable Message Sign, Commission Furnished / Commission Retained	2.0 Each
6181000	Mobilization	1 LS
6274000	Contractor Furnished Surveying and Staking	1 LS
8051000A	Seeding Cool Season Mixtures	0.2 Acres
8061016	Sediment Removal	5.0 CY
8061019	Silt Fence	430.0 LF

#### **D. Work Zone Traffic Management Plan**

**1.0 Description.** MoDOT will provide the work zone traffic management plan for the project. The lane closure location is shown on the construction plans.

#### **2.0 Work Hour Restrictions.**

**3.1** There are six major holidays throughout the calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. To minimize any impacts work may have on traffic during these holidays, all lanes shall be scheduled to be open to traffic from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

**3.2** The contractor shall not perform any construction operation on any roadbed, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

#### **3.3 Route 30, Working Hours**

Week Days - Lane closure allowed – (8:00AM to 3:00PM), (7:00PM to 6:00AM)

Weekends - Lane closure allowed – Determined by the Engineer

It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

**3.4** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closure without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to

the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

**3.4.1** The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

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

## **E. Contract Liquidated Damages**

**1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

**2.0 Period of Performance.** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Completion Date: April 1, 2017

**2.1 Calendar Days.** The count of calendar days will begin on the date the contractor starts any construction operations on the project.

<b>Job Number</b>	<b>Calendar Days</b>	<b>Daily Road User Cost</b>
WBH0995A	20	\$1,800

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$250.00** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

**F. Utilities**

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

Utility Name	Known Required Adjustment	Type
AMEREN MISSOURI Bruce Larson 500 East Independence Drive Union, MO 63084 Telephone: 636.583.7154 Email: <a href="mailto:blarson@ameren.com">blarson@ameren.com</a>	NO	Power
AT&T Missouri Jeremiah D. Kinealy MGR OSP PLNG & ENGRG DESIGN Office: 636-925-3511 Cell: 314-810-9468 Email: <a href="mailto:jk036t@att.com">jk036t@att.com</a>	YES	Communications

- 1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.
- 1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Sec 105.7.6. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's

subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

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

## **2.0 AMEREN MISSOURI**

Ameren-Missouri has existing aerial facilities that run parallel on the north side of Route 30. The contractor shall verify the exact proximity of the energized overhead lines prior to beginning any work. The contractor shall take into account the proximity of the overhead lines and any additional requirements made by Ameren Missouri when determining the construction procedures for the contract work. The contractor shall discuss the planned work as it relates to the energized power lines with Ameren Missouri, coordinate with Ameren Missouri for the installation of any insulation covers, if needed, over the lines and/or any other designated requirements. The contractor shall contact Ameren Missouri at least two weeks in advance of when construction work is scheduled to begin.

No direct payment will be made to the contractor to recover the cost from Ameren to install and remove covers from Ameren's aerial facilities.

## **3.0 AT&T MISSOURI- Distribution**

AT&T Distribution has underground facilities located on the south side of Route 30. The underground facilities consist of two active fiber optic cables located in 2- 2" PVC conduits encased in concrete. The current condition of the AT&T facilities is the concrete encasement over the conduits has shifted due to erosion of the creek bed on the west side of the channel, pulling apart the conduits and exposing the AT&T fiber optic cables in the creek bed. The existing conduits also run underneath the grouted rock blanket that is located on the south west corner of the existing bridge.

AT&T advised that they plan to bore the creek channel to install two new 2" PVC conduits at the approximate same location but at least 10 feet below the existing creek bed. They advised that they plan to splice over the fiber to the new conduits once approval from their customers has occurred.

Contractor shall directly contact AT&T Distribution to verify the location of their facilities and the status of the relocation work across the creek channel on the south side of highway 30. Due to the exposed condition of the existing AT&T facilities in the creek channel and the location of the exposed conduits underneath the grouted rock blanket on the southwest corner of the bridge, the contractor shall not start the erosion repair work until after AT&T has completed work to relocate the exposed fibers in the creek channel and vacated the exposed existing fibers in the creek channel. The contractor shall take measures to ensure the relocated AT&T facilities inside the project limits are not disturbed by the erosion repair work.

The Commission cannot warrant the information above which was provided by AT&T Distribution.

## **G. Utility Delay**

**1.0 Description.** The contractor and the Commission understand and agree that there is and may continue to be a delay in the completion of an AT&T fiber line relocation along Route 30 within the limits of this project. This delay may result in restraints on the contractor's ability to perform work on this project.

**2.0** The utility work is anticipated to be completed by the notice to proceed of this project, however, this date is not warranted and a later date is equally possible. The contractor and the Commission understand and agree that due to this delay, the work site for this job may not be available for the contractor to commence work on the job site or parts of it until after the notice to proceed. Therefore, the parties mutually agree that the notice to proceed on this project will not be issued until after the AT&T fiber relocation is completed, unless the engineer and the contractor mutually decide that the notice to proceed should be issued on an earlier date.

**2.1** The contractor will not have general access to the work site for construction purposes until the date the notice to proceed is issued. However, the contractor and its subcontractors may proceed to order necessary supplies, materials, and equipment for this project, and may visit the available portions of the job site to prepare for the later construction work, prior to the date the notice to proceed is issued.

**2.2** The contractor is required to plan its order of work, manpower and equipment loading, and bid, taking into consideration all effects of the delayed AT&T fiber relocation work. Any effects, impacts, cumulative impacts or consequences of delay due to this AT&T fiber relocation work shall be non-compensable. This shall include any claim for extra work, as well as delay effects on work not delayed, suspension or acceleration of the work, differing site condition, interference or otherwise .

**2.3** The contractor and the Commission understand and agree that by executing this contract, the contractor releases the Commission from any possible liability under this contract or for a possible breach of this contract for failing to make the job site available until the notice to proceed is issued in accord with the terms of this contract, or for failing to timely and promptly issue the notice to proceed to the contractor, and for all direct and indirect, incidental, or consequential damages or losses the contractor may suffer from this delay in making the job site available or issuing a timely notice to proceed. The contractor further waives any possible claim, action, cause of action, or right to sue the Commission, Missouri Department of Transportation, or their members, employees, agents of representatives which the contractor may have by contract, at law or in equity, concerning the delay in issuing the notice to proceed of making the job site available, or any liability, losses, or damages the contractor may have experienced as a result of those Commission actions.

**2.4** The contractors SOLE REMEDY for any delay in the completion of the AT&T fiber relocation work is the completion date of this contract shall be extended, day for day, for each day delayed that actually interferes with the major items of work as of the time of the occurrence both as shown by the contractor's current progress schedule and as determined by the engineer.

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

## **H. Stormwater Compliance Requirements NJSP-15-38**

**1.0** The land disturbance necessary to complete this project is not anticipated to exceed one (1) acre. Should the contractor disturb more than one (1) acre to complete the work, or for any other reason, all terms of this Job Special Provision will apply.

**1.1 Description.** The Contractor shall comply with the terms of the United States of America v. Missouri Highways and Transportation Commission Consent Decree (Consent Decree) that are identified as the responsibility of the Contractor or subcontractor, and with the terms of this provision. Viewing of the Consent Decree is available on the MoDOT Land Disturbance webpage under Contractor Resources, or by going to the web address [www.modot.org/LD](http://www.modot.org/LD).

**1.2 Applicability.** The Consent Decree and this provision apply to any project that includes land disturbance of areas totaling greater than one (1) acre on the project site. The project site consists of all areas designated on the plans, including temporary and permanent easements. The Consent Decree and this provision do not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

**2.0 Stormwater Training for Contractor Employees.** The Contractor's on-site project manager, designated Water Pollution Control Manager (WPCM), as defined in Section 3.0, and WPCM delegate, shall complete MoDOT Stormwater Training prior to serving in those roles. If someone other than the Contractor's project manager is given the authority to manage the grading or erosion control operations, the project manager(s) for those operations shall also complete MoDOT Stormwater Training. MoDOT Stormwater Training is also required for any other person who the Contractor gives authority to take measures to prevent or minimize the consequences of non-compliance with the Stormwater requirements, as defined in Section 3.1(a) of this provision.

**2.1** The Commission will provide MoDOT Stormwater Training to the Contractor employees specified in Section 2.0 at a location and time determined by MoDOT. There will be no fee for attending the training; however, the Contractor shall be responsible for all other cost related to the training, such as travel expenses, if necessary, and wages for its employees. The time to complete the training is anticipated to be no more than 6 hours. As long as the Consent Decree is in effect, MoDOT will provide periodic trainings at various locations around the state, as needed, to ensure contractors and bidders have the opportunity to maintain the number of WPCMs they need to comply with this provision.

**2.2** Those who require MoDOT Stormwater Training per Section 2.0 shall complete the training prior to beginning any land disturbance work. Thereafter, training shall occur at least once every two

(2) years. The training is not project-specific. Any Contractor employee who receives the training will be qualified to perform the WPCM duties on any MoDOT project for a period of two (2) years.

**2.3** MoDOT will document the names and dates that contractor employees attend MoDOT Stormwater Training and will retain those records for the period of time specified in the Consent Decree. Duplicate record keeping by the contractor is not required.

**3.0 Water Pollution Control Manager (WPCM).** Prior to the Pre-Activity meeting for Grading/ Land Disturbance, the Contractor shall designate a Water Pollution Control Manager (WPCM) to fulfill the duties and responsibilities listed in Section 3.1 until final stabilization occurs. The Contractor's on-site project manager may also serve as the WPCM or that role may be assigned to another manager employed by the contractor or a subcontractor. The Contractor shall also maintain a WPCM delegate to temporarily fulfill the WPCM duties in the absence of the primary WPCM (e.g. illness, vacation, other leave).

### **3.1 Duties of the WPCM:**

- (a) Be familiar with Stormwater Requirements including the National Pollutant Discharge Elimination System (NPDES), the current MoDOT State Operating Permit for construction stormwater discharges/ land disturbance activities, the Project-specific Stormwater Pollution Prevention Plan (Project SWPPP), the Corps of Engineers Section 404 Permit, when applicable, the Consent Decree, and this provision. The Project SWPPP includes: a title page with project-specific information, the general SWPPP posted on the MoDOT land disturbance website, the Project Erosion & Sediment Control Plan, all applicable special provisions, and all applicable specifications and standard drawings;
- (b) Complete the stormwater training set forth in Section 2.0;
- (c) Attend the Pre-Activity for Grading/ Land Disturbance Meeting or, if hired after the meeting has occurred, be familiar with the conference decisions;
- (d) Review and sign the Project-specific SWPPP and all updates thereto within time periods set out in the Consent Decree;
- (e) Visit and review the project site for compliance with Stormwater Requirements at least once per week from the start of any grading operations until final stabilization is achieved and permit is closed;
- (f) Be authorized by the Contractor to supervise all work performed by the Contractor and subcontractors that involves compliance with Stormwater Requirements, including the authority to order work be stopped on a Project, implement MoDOT-directed changes in work related to Stormwater Requirements, and order the taking of, measures to cease, correct, prevent, or minimize the consequences of non-compliance with Stormwater Requirements;



- (g) Review and certify electronically each MoDOT inspection report for the Project within three (3) days of receiving each report to ensure it conforms with report requirements in the National Pollution Discharge Elimination System Stormwater (NPDES SW) Permit, Project SWPPP and the Consent Decree and ensure that all Stormwater Deficiencies noted on the report are corrected within the time required;
- (h) Recommend in writing within three (3) days of discovering any changes in site conditions and Best Management Practices (BMPs) that require an update to the Project-specific SWPPP; and
- (i) Be the point of contact relating to Stormwater Requirements and the Consent Decree between the Contractor, Subcontractors and MoDOT.

**4.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** At each Project, a Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance and shall include a physical visit and review of the project site. Discussion items at the pre-activity meeting shall include a review of the project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

**4.1** Contractor employees who shall attend the Pre-Activity Meeting for Grading/Land Disturbance include the WPCM for the Project and the person(s) designated the authority to manage the grading and erosion control operations.

**4.2** Following the pre-activity meeting for Grading/land disturbance, and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

**5.0 Compliance with the NPDES SW Permit and Project SWPPP.** On all projects, the Contractor shall comply with all applicable Stormwater Requirements which are defined as, but are not limited to:

- (a) Consulting with the engineer on recommended design revisions to the Project SWPPP to accommodate the Contractor's staging plan, implementation, managing, and maintaining BMPs or other control measures to prevent or minimize sediment and other pollutants in stormwater runoff in accordance with contract specifications or any relevant manufacturer specifications and good engineering practices, including but not limited to the manuals (*Note: two manuals cited in the MoDOT permit are "Developing your stormwater pollution prevention plan: A guide for construction activities" and "Protecting Water Quality: A Field Guide to erosion, sediment and stormwater best management practices for development sites in Missouri"*) and any other applicable standards for sedimentation basins, stabilization, rock dams, brush checks, construction entrances, and other BMPs;

- (b) Installing all BMPs at the locations and relative times specified in the Project SWPPP; and
- (c) Complying with the Missouri Water Quality Standards and with effluent limitations in Section E.1 of the NPDES SW Permit. Measurement of effluent is not required except as specified in E.2.

**5.1 Stormwater Deficiency Corrections.** Per terms of the Consent Decree, Stormwater Deficiencies identified on the MoDOT Land Disturbance Inspection Report shall be corrected within 7 days of the inspection date to avoid stipulated penalties, except that more time might be granted by the engineer when weather or field conditions prohibit the corrective work. If the Contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

**6.0 Inspection Protocol.** The Contractor and all subcontractors shall review and adhere to MoDOT's written Stormwater Inspection Protocol, found on the MoDOT Land Disturbance webpage ([www.modot.org/LD](http://www.modot.org/LD)). The Inspection Protocol is applicable to all Projects under the consent decree. The MoDOT Resident Engineer will serve the role of Stormwater Resident Engineer, or a delegate will be named in their absence.

**6.1 Inspection Reports.** MoDOT will provide one or more Environmental Construction Inspectors (ECI) to perform the weekly and post run-off inspections and other duties described in paragraph 17 of the Consent Decree. The ECI will enter the inspection reports into a web-based Stormwater Compliance database. The WPCM will have access to this database to view all report information, including any noted deficiencies, and to certify the report as required in Section 3.1 (g.). Automated email reminders of pending reports that need to be certified and for deficiencies that need to be corrected will be sent to the WPCM. The Contractor may designate other employees or subcontractor employees to have viewing access to this database and to receive the email reminders. Completion of MoDOT Stormwater Training is necessary in order to receive the email reminders. The WPCM and other users shall be equipped with an electronic device (desktop computer, laptop, tablet, smartphone, etc.) with a browser and internet access to connect to the database. The contractor shall be responsible for providing the electronic devices.

**7.0 Stipulated Penalties.** If the Contractor fails to comply fully and timely with the requirements of the Consent Decree, stipulated penalties will be assessed to the Commission. For matters under the Contractor's responsibility and control the following stipulated penalties will be assessed to the Contractor and MoDOT will withhold payment pursuant to the following:

<b>Violation</b>	<b>Stipulated Penalty Amount</b>
Failure to Designate or Maintain WPCM at each Project in Accordance with Section 3.0.	\$750 for the initial violation (each person not designated) and then \$750 for each fourteen (14) day period that person is not designated.

Failure to complete MoDOT Stormwater Training by an Individual Required to be Trained in Accordance with Section 2.0, such as the WPCM or Project Manager.	\$750 per person for each missed training. This \$750.00 per person violation shall continue to accrue for each fourteen (14) day period that the person fails to timely receive the applicable training
Failure of WPCM to Review and Certify an Inspection Report in Accordance with Inspection Protocol as set forth in Section 6.	\$250 per inspection report not reviewed or signed.
Failure to Comply with Any NPDES SW Permit or SWPPP Requirement.	\$1000 per violation for the first ten (10) days of the violation; \$2500 per violation for days 11-20; \$3500 per violation for days 21 and beyond.
Failure to Correct a Stormwater Deficiency Identified in a MoDOT Inspection Report, or Otherwise Discovered by the WPCM, within the Time Required by the NPDES SW Permit or SWPPP.	\$1000 per deficiency for the first ten (10) days after correction was required; \$2500 per deficiency for days 11-20 after correction was required; \$3500 per deficiency for days 21 and beyond after correction was required.

**8.0 Information Collection and Retention.** The EPA, its representatives and its agents shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credential, to:

- (a) monitor the progress of activities required under the Consent Decree;
- (b) verify any data or information submitted to the United States in accordance with the terms of the Consent Decree;
- (c) obtain samples and, upon request, splits of any samples taken by MoDOT or its representatives, contractors, or consultants;
- (d) obtain documentary evidence, including photographs and similar data; and
- (e) assess MoDOT's compliance with the Consent Decree.

**8.1** Until three (3) years after the termination of the Consent Decree, Contractors and the agents of the Contractors shall preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its Contractors' or agents' possession or control, or that come into the Contractor's or agent's possession or control, and that relate to MoDOT's performance of its obligations under the Consent Decree or to the Contractor's performance of its obligations under the Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

**9.0 Basis of Payment.** Should the contractor disturb more than one (1) acre due to its method of operations, or for any other reason, no direct payment will be made for compliance with this provision, including the cost to provide a WPCM. Should the engineer direct the contractor to

exceed one (1) acre of land disturbance, payment will be made only for the actual cost of the weekly duties of the WPCM. Separate payment will be made for erosion and sediment control devices, and for permanent and temporary seeding and mulching, when payment for those items are provided elsewhere in the contract.

## **I. Seeding**

**1.0 Description.** The contractor will seed, mulch and fertilize areas shown on the plans and in quantities or rates described in this special provision in accordance with the following sections of the Specifications:

Sec. 801 – Lime and Fertilizer

Sec. 802 – Mulching

Sec. 805 - Seeding

**1.1 Soil Neutralization.** In accordance with Section 801.2.2, application of effective calcium shall be 1,600 lbs. per acre.

**1.2 Commercial Fertilizer.** In accordance with Section 801.2.3, the following fertilizers shall be applied at the rate specified. No direct payment will be made for fertilizer.

Nitrogen (N)	80 lbs. per acre
Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> )	160 lbs. per acre
Potash (K <sub>2</sub> O)	80 lbs. per acre

**1.3 Seed Mix.** In accordance with Section 805.3.2, the following seed mixtures shall be applied at the rate specified per acre and shown on the plans:

### **Seeding Mix**

Blue grama	10 lbs
Annual ryegrass	10 lbs
Buffalograss	6 lbs
White clover	5 lbs
Sand lovegrass	1 lb
Rough dropseed or Prairie Dropseed	2-lb
oats	10 lbs
<b>TOTAL</b>	<b>44 lbs</b>

**1.4 Basis of Payment.** The accepted quantity of seeding will be paid for at the contract unit price for Seeding - Cool Season Mixtures. No direct payment will be paid for liming, fertilizing, seedbed preparation or mulching.

**J. Erosion Control**

**1.0** The contractor to the maximum extent possible shall minimize tree removal in the work area.

**2.0** In order to prevent erosion in the creek, the contractor shall cover the new embankment material daily with Type 2 Rock Blanket.

**3.0** No direct payment will be made for this work.

**K. Stream Flow**

**1.0** As noted in the Nationwide Permit, stream flow shall be maintained during construction to the maximum extent practical.

**2.0** No direct payment will be made for this work.

**L. Standard Specifications**

All items and materials used for this contract shall be in accordance with the applicable portions of the Missouri Standard Specification Book for Highway Construction, and specifically as follows;

Section 201	Clearing and Grubbing
Section 203	Roadway and Drainage Excavation, Embankment and Compaction
Section 611	Embankment Protection
Section 618	Mobilization
Section 806	Pollution, Erosion and Sediment Control

This list is not all-inclusive. It shall be the Contractor's responsibility to perform all work in accordance with the prevailing Standard Specifications on the letting date of this contract.

**M. Standard Plans**

All material, equipment and construction requirements for items specified in this project shall be in accordance with the Missouri Standard Plans for Highway Construction.

It shall be the Contractor's responsibility to perform all work in accordance with the prevailing Standard Plans for Highway Construction on the letting date of this contract.

(Revised 08/96)

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_ as principal and \_\_\_\_\_ as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of \_\_\_\_\_ Dollars (\$) to be paid to the commission to be credited to the state road fund, the 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 \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on Route 30 at Pierce Creek in Franklin County, project SL17-025-R7, Erosion Repair, for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

\_\_\_\_\_  
Principal

SEAL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety

SEAL

By \_\_\_\_\_  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

**PRICING PAGE**

The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

<b>Route 30 at Pierce Creek Erosion Repair</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>U/M</b>	<b>COST U/M</b>	<b>EXTENDED COST</b>
001	Removal of Improvements	1.0	LS		
002	Class A Excavation	340.0	CY		
003	Compacting Embankment	319.0	CY		
004	Furnishing Type 2 Rock Blanket	583.0	CY		
005	Placing Type 2 Rock Blanket	583.0	CY		
006	Construction Signs	164.0	SF		
007	Advanced Warning Rail System	6.0	EA		
008	Flag Assembly	2.0	EA		
009	Channelizer (Trim Line)	40.0	EA		
010	Changeable Message Sign, Commission Furnished / Commission Retained	2.0	EA		
011	Mobilization	1.0	LS		
012	Contractor Furnished Surveying and Staking	1.0	LS		
013	Seeding Cool Season Mixtures	0.2	ACRES		
014	Sediment Removal	5.0	CY		
015	Silt Fence	430.0	LF		
<b>TOTAL EXTENDED COST FOR PROJECT</b>					<b>\$</b>

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME/ TITLE:** \_\_\_\_\_

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 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 am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or  
title  
empowered to act officially and properly on behalf of this business entity. I 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 to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with 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. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*



**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

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

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  
owner or partner 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). 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: