



MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR
PURCHASES FROM \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: OCTOBER 15, 2013	QUOTE DUE BY (DATE AND TIME): OCTOBER 22, 2013 BY 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE COMPLETED ON OR BEFORE: PLEASE SPECIFY COMPLETION DATE BELOW	QUOTATION #: SL14-054-R7 THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: STEPHANIE AUSTIN RASHID 314-301-1439 STEPHANIE.AUSTINRASHID@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION STL DISTRICT PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021		job Location: Rte 67 @ Old Jamestown Road North St. Louis County
Facsimile #: 314-301-1437 or 573-526-0016		

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED.

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	Total Cost	Completion Date
1	Lump Sum	Wire Installation/Signal Repair at above site. See attached Scope of Work for proposed signal repair and materials list. Annual Wage Order #20 to apply for St. Louis County		

All work to be performed in accordance with MoDOT Standards and Specifications per Specification 902.

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. **Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.**

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

VENDOR NAME:

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: Email:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE)?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE)?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

**Scope of Work
SL14-054-R7**

PROPOSED SIGNAL REPAIR		
ITEM	DESCRIPTION	QUANTITY
1.	REMOVE ALL EXISTING 12GA /7 CONDUCTOR SINGLE STRAND WIRE FROM ALL SIGNAL HEADS ARMS / UPRIGHTS PULLBOXES AND SIGNAL CABINET	
2	INSTALL NEW 16GA / 7 CONDUCTOR WIRE IN SIGNAL CABINET /PULLBOXES AND SIGNAL UPRIGHTS AND MAST ARMS MAKING THE APPROPRIATE CONNECTIONS TO SIGNAL HEADS	
3	INSTALL (2) 4 SECTIONS FYA SIGNAL HEADS FOR RTE 67(1) 4 SEC FOR NB DIRECTIONS AND (1) 4 SEC FOR SB DIRECTION	(2)
4	INSTALL (2) 3 SECTION FYA SIGNAL HEADS FOR OLD JAMESTOWN (1) 3 SEC FOR EB AND (1) FOR WB DIRECTION	(2)

NOTES:

- 1. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MoDOT STANDARDS AND SPECIFICATIONS.**
- 2. CONTRACTOR SHALL SUPPLY AND INSTALL (ITEMS 1 THRU 4) PULL ALL EXISTING WIRING OUT AND REINSTALL NEW 16/7 WIRING TO ALL EQUIPMENT AT LOCATION , THEN PERFORM FYA (FLASHING YELLOW ARROW) CHANGES TO SIGNAL CABINET WHICH INCLUDES WIRING /CONFLICT MONITOR AND PROGRAMMING ALONG WITH WIRING IN THE FIELD WITH (4) ADDITIONAL SIGNAL HEADS**
- 3. CONTRACTOR SHALL FOLLOW(FYA JSP's) LISTED BELOW AND CONTACT MODOT TRAFFIC SUPERVISOR CARL GIBBS (314 565-6726 OR AMANDA RICH TRAFFIC STUDIES SPECIALIST (314) 565-4254 FOR PROGRAMMING PRIOR TO WORK BEING PERFORMED.**
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL CONNECTIONS, SPLICES, ETC. AND REMOVE ALL DEBRIS UPON COMPLETION OF WORK.**

A. CABINET MODIFICATIONS

1.0 Definition. This work will include modifying the cabinets to provide new Special and Standard Overlaps to accommodate Flashing Yellow Arrow installation and programming as detailed on the plan sheets. The installation, cabinet modification, and programming of 3-section permissive only FYA and 4-section protected/permissive FYA signal heads and new FYA signs will vary by intersection. There are four categories for the cabinet modifications:

- One-approach modification
- Two-approach modification
- Three-approach modification
- Four-approach modification

The contractor shall refer to the plans for more details.

1.2 Default Load Switch Assignment – 12 position cabinets

1.2.1 Description. The contractor shall apply 12compact Flashing Yellow Arrow installation method on all 12-position traffic signal cabinets. The NEMA Load Switch assignment for 12compact FYA installation method is as follows:

12-position cabinet FYA NEMA LOAD SWITCH ASSIGNMENTS											
1	2	3	4	5	6	7	8	9	10	11	12
OLA FYA	PHASE 2	OLB FYA	PHASE 4	OLC FYA	PHASE 6	OLD FYA	PHASE 8	PHASE 1	PHASE 3	PHASE 5	PHASE 7

1.2.2 Wiring. The contractor shall use following color code for the installation of Flashing Yellow Arrow:

- Red Wire = Load Switch 1, 3, 5, or 7 Red output = 4-section Red Left Arrow
- Orange Wire = Load Switch 1, 3, 5, or 7 Yellow output = 4-section Steady Yellow Arrow
- Black/White Wire = Load Switch 1, 3, 5, or 7 Green output = 4-section Flashing Yellow Arrow
- Green Wire = Load Switch 9, 10, 11, or 12 Yellow output = 4-section Green Arrow

If existing cabinet wiring does not allow the described color code to be met, the contractor shall tag all wires with assigned phases and direction used for the successful completion of the installation of Flashing Yellow Arrow.

1.2.3 Signal Monitor programming. The contractor shall use 16 channel programming mode for the signal monitor. The contractor shall use the by the vendor provided programming software to program the signal monitor. Front panel programming shall not be utilized.

1.2.4 The contractor shall notify the engineer 24 hours after any successful modification to the load switch assignment, wiring, Controller and signal monitor programming described in this document.

1.3 Default Load Switch Assignment – 16 position cabinet

1.3.1 Description. The contractor shall apply 16standard Flashing Yellow Arrow installation method on all 16-position traffic signal cabinets. The NEMA Load Switch assignment for 16standard FYA installation method is as follows:

16-position cabinet FYA NEMA LOAD SWITCH ASSIGNMENTS															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	OLA FYA	OLB FYA	OLC FYA	OLD FYA	Ph 2 PED	Ph 4 PED	Ph 6 PED	Ph 8 PED

1.3.2 Wiring. The contractor shall use following color code for the installation of Flashing Yellow Arrow:

- Red Wire = Load Switch 9, 10, 11, or 12 Red output = 4-section Red Left Arrow
- Orange Wire = Load Switch 9, 10, 11, or 12 Yellow output = 4-section Steady Yellow Arrow
- Black/White Wire = Load Switch 9, 10, 11, or 12 Green output = 4-section Flashing Yellow Arrow
- Green Wire = Load Switch 1, 3, 5, or 7 Yellow output = 4-section Green Arrow

If existing cabinet wiring does not allow the described color code to be met, the contractor shall tag all wires with assigned phases and direction used for the successful completion of the installation of Flashing Yellow Arrow.

1.3.3 Signal Monitor programming. The contractor shall use 12 channel programming mode for the signal monitor. The contractor shall use the by the vendor provided programming software to program the signal monitor. Front panel programming of the signal monitor shall not be utilized.

1.3.4 The contractor shall notify the engineer 24 hours after any successful modification to the load switch assignment, wiring, Controller and MMU programming described in this document.

1.4 The contractor shall perform every FYA installation as outlined in the instructions on the modified D37 plan sheets. All unaccounted for signal problems shall be resolved by the contractor and approved by the engineer for a successful installation and operation of the signal and Flashing Yellow Arrow.

1.5 D-Plug. The contractor shall install a jumper wire between M-12 and DT B1 to activate Special Status 6 on the signal cabinet back panel.

1.6 Cabinet prints. Once work has been accepted, the contractor will provide four full sized sets of revised cabinet hard copy prints (22" x 34"), one electronic copy per intersection in the MicroStation format ".dgn", and one electronic copy in the PDF format, from the cabinet manufacturer to reflect the finished condition of the cabinet and the work done.

B. TRAFFIC SIGNAL MAINTENANCE AND PROGRAMMING

1.0 Description. Traffic signal maintenance and timing for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

2.0 Existing Traffic Signals.

2.1 Once any part of an existing traffic signal or its controller within the limits of this project has been modified or adjusted by the contractor, or the contractor makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of the project, or the contractor begins work at an intersection with signals already in operation, the contractor shall then be solely responsible for that signal's controller programming and all signal maintenance as specified in 902.2 and 902.3, except for power costs, until Final Acceptance of the project.

2.2 The engineer shall provide to the contractor at the start of the project a detailed report on the existing phasing and timing of each traffic signal, which may be the contractor's responsibility to program. The engineer shall be available to the contractor before any changes are made to a signal or controller to answer any questions about the report. Once the contractor has modified a signal or controller for any reason, the contractor shall be solely responsible for the existing timing plans and all subsequent timing changes.

2.3 The contractor will notify the engineer of the changes no later than 1 working day after changes are programmed if unable to provide advance notice as specified in 902.2.

2.4 Once the communication lines which carry information necessary for these or any other signal controllers outside the limits of this project to maintain coordination is removed by the contractor, the contractor shall be solely responsible for maintaining the coordination at any affected signal to the satisfaction of the engineer until Final Acceptance of the project. Maintenance of coordination may include the synchronization of the affected controller's internal time clocks to the second using an atomic clock, or other means approved by the engineer. If time clock synchronization is used, the contractor shall verify all affected controllers are synchronized at least 1 time per week with a report to the engineer.

3.0 Existing Traffic Signal Maintenance and Response. The contractor shall respond to any signal timing complaints or malfunction complaints for those locations referenced in paragraph 2.0 as specified

in 902.21.1. Response time shall be 1 hour for complaints received by the engineer between 6 AM and 6 PM on non-holiday weekdays, and 2 hours for all other times. For some cases (due to travel times or other extenuating circumstances) additional time may be acceptable within reason, but must be approved by the engineer. These timeframes will replace the '24 hour' response time in Section 105.14 for any signal-related incidents, where the entire cost of the work, if performed by MoDOT personnel or a third party, will be computed as described in [Sec 108.9](#) and deducted from the payments due the contractor.

4.0 New Signal Controller Programming. In order to satisfy the provisions of 902.2, the contractor shall reference the reports provided by paragraph 2.2 to program the new controllers with timings and settings. The contractor shall account for possible changes made in phase numbers from the existing to new signals when programming the new controllers. All flashing yellow arrow displays shall be activated at turn on for the appropriate yielding left turn as part of the new programming of the controllers and MMU's, but no time of day omission of the flashing yellow arrow will be required. The contractor may use all or part of these reports when programming the signal, but providing this report in no way waives the contractor's responsibility for the programming.

5.0 Method of Measurement. No measurement for separate payment.

6.0 Basis of Payment. No direct payment for compliance to this section.

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:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

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.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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.

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.

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, Pages 12-13.
- 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, Pages 14-15.

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): St. Louis County The **Annual Wage Order #20** / 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.

Delivery – Additional Requirements

a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

d.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails to 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 \$250.00, per item**, 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.

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)(*use this form only 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 owner or partner of business name, 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).

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: