

State Appropriated Funds Implementation Guidelines For Missouri Port Authorities



Missouri Department of Transportation
Division of Multimodal Operations – Waterways
May 2016 Edition

State Appropriated Funds Implementation Guidelines (SAFIG)

1. Capital Improvement Program – GR Funds

a. Construction

- i. Outline of Key Dates (HAVE)
- ii. Port Capital Project Selection Process (HAVE)
 1. MPAA Summer meetings (HAVE)
 2. Port Project Submission Form (HAVE)
 3. Scoring sheet template (HAVE)
- iii. Agreement Execution
 1. Process for executing agreements and amendments (HAVE)
 2. Resolution (HAVE)
 3. Scope of Work (HAVE)
 4. eVerify (HAVE)
 5. Grant Conversion
 - a. Request requirements demonstrate due diligence
 - b. Reporting requirements
 - c. Timeline
- iv. Design Consultant Selection
 1. 21 day advertisement requirement (per Ch. 68) (HAVE)
 2. Qualification Based Selection and Mini Brooks Act (HAVE)
 3. Example agreement (HAVE)
- v. Environmental and Right of Way Clearances
 1. Contact information (HAVE)
 2. Guidelines for Obtaining Environmental Clearance (HAVE)
 3. Gayle Unruh flowchart (HAVE)
- vi. Authority to advertise (HAVE)
 1. 21 day advertisement requirement (per Ch. 68) (HAVE)
 2. PS&E Submittal Checklist (HAVE)
 3. Examples
 - a. Advertisement
 - b. Bid document
 - c. PS&E checklist
- vii. Construction Contractor Selection
 1. Bid Concurrence Checklist (HAVE)
- viii. Invoicing
 1. Eligible expenses (per Ch. 68) (HAVE)
 2. Invoice form (HAVE)
- ix. Project close-out
 1. MoDOT inspection

b. Property Acquisition (HAVE)

- i. Uniform Relocation Act – for current or future federal funds (HAVE)
- ii. Property being donated or bought at auction (NEED)

c. Procurement (per 7 CSR 10-11) (HAVE)

- i. Items and services <\$25,000
 1. Informal method of solicitation
- ii. Items and services >\$25,000
 1. Formal method of solicitation
- iii. Sole source
- iv. Emergency Procurement

State Appropriated Funds Implementation Guidelines (SAFIG)

1. Definition
2. Waiving of requirements

State Appropriated Funds Implementation Guidelines (SAFIG)

2. Administrative Funding
 - a. Outline of Key Dates (HAVE)
 - b. Allocation
 - i. MPAA Winter meeting
 - c. Agreement Execution
 - i. Process for executing agreements and amendments (HAVE)
 - ii. Resolution (HAVE)
 - iii. Workplan
 1. Estimated monthly expenses
 - d. Invoicing
 - i. Eligible expenses (per Ch. 68) (HAVE)
 - ii. Invoice form (HAVE)
 - e. Redistribution
 - i. Dates and rules (HAVE)

Construction

Port Authorities

Chapter 68

All services must be advertised for 21 days

Engineering services must be done via QBS

Construction is done via sealed bids – award to lowest bidder

Recommend contractors be pre-qualified

Ports can use their own prequalification method or rely on generally accepted lists (ie. MoDOT or Class I RR.

Advertise the Request for Qualifications for engineering services

Gather responses

Interview candidate companies

Select and request MoDOT concurrence

[Engineering company will put together PS&E and PS&E checklist](#)

Submit to MoDOT for approval of PS&E

Once MoDOT OK's, can advertise for bids

Bid opening; select lowest bidder

Ask MoDOT concurrence in selection

Once MoDOT concurs, enter into contract negotiations

Does MoDOT need to OK Notice to Proceed?

Calendar of Key Project Dates

July – MoDOT and MPAA meet to prioritize capital projects for the following fiscal year.

August – Port authorities send MoDOT their reappropriation request for the following fiscal year.

October – MoDOT submits legislative budget request for capital funds for the following fiscal year and reappropriation request.

January – Legislature reconvenes and governor's budget introduced.

May – Legislative approval of the upcoming fiscal year's budget.

June – Governor signs budget. MoDOT sends capital agreements and resolutions to port directors for execution.

July 1 – start of fiscal year. 25% of total allocated capital funds are available.

September 1 – Start of 2nd quarter. 50% of total allocated capital funds are available.

January 1 – Start of 3rd quarter. 75% of total allocated capital funds are available.

April 1 – Start of 4th quarter. 100% of total allocated capital funds are available.

June 30 – Close of fiscal year.

PORT CAPITAL IMPROVEMENT PROJECT

SELECTION PROCESS

Meeting Announced

- Meeting date announced (at least 6 weeks in advance) and Project Form sent out
- 2 project limit
- Project forms due 2 weeks before meeting

Submit, Summarize, & Send Out

- MoDOT summarizes project information
- Sent to port directors 1 week before the meeting

It's Show Time!

- Presentations made - 7 minutes for project(s) presentation and Q & A
- 1 vote per port per project - MoDOT developing scoring criteria
- Projects rated High, Medium, or Low

And the Winners Are...

- Average score tallied, projects separated into 3 groups
- Groupings shared and projects discussed for funding
- Recommendation for funding done by consensus

Port Capital Project Selection Process:

- 1) In conjunction with the MPAA President, select the date of the summer meeting for the CIP prioritization. Request four (4) hours be reserved on the agenda.
- 2) Send meeting date announcement and Port Project Submission Form (1aii2) to port directors a minimum of 6 weeks before meeting date. The notice must contain the following information:
 - a) Port directors must fill out and return one Port Project Submission Form (1aii2) for each capital project they have. However, port directors are limited to requesting capital funds for a maximum of two projects. If a port director submits more than two projects, it is the port director's responsibility to identify which projects will be presented for funding.
 - b) Port Project Submission Forms (1aii2) must be returned to MoDOT 14 days before the port CIP prioritization meeting.
 - c) Anyone wishing to make presentations at the meeting requiring audio/visual equipment must send their computer files to Multimodal and the MPAA president ahead of time.
- 3) Multimodal will summarize all project information that has been returned and distribute the summary to all port directors 7 days before the port CIP prioritization meeting. This allows the port directors time to consider each project ahead of time and to formulate any questions they may have for each other.
- 4) At the Port CIP prioritization meeting, Port directors (or their representative) will make presentations describing the capital projects for which they are requesting funding.
 - a) Each port director has 7 minutes to present their project(s) and answer any questions.
 - b) The order in which the port directors will present will be done by random selection ahead of time.
- 5) Distribute scoring sheets (1aii3) to each port before the start of the presentations.
 - a) Port directors (or their representative) will rate each project that was presented as "High", "Medium", or "Low". Scoring sheets are kept anonymous (name and port represented are not asked for or given). MoDOT is developing a scoring criteria.
 - b) Only one person from each port may vote.
 - c) One person from Multimodal and one person from MPAA will tally the votes. "High" votes are given a value of 3; "Medium" votes are given a value of 2; "Low" votes are given a value of 1.
 - i) An average score will be calculated for each project. Projects will be broken into groupings of thirds, and the projects will be listed in each grouping in alphabetical order by port name. *Do not put the projects in rank order.*
 - ii) Scoring sheets preserved on file with MoDOT.
- 6) The groupings of projects will be shared with the attendees, without the individual or average scores being shown.
- 7) The port directors will use the groupings of projects as a guide to discuss which projects they recommend be funded in the upcoming fiscal year.
 - a) The final recommendation is determined via consensus and not by a formal vote.

Summary of Project Prioritization Process for the Port Capital Improvement Program

SFY 2015

- Ahead of the September 2013 Missouri Port Authority Association (MPAA) meeting, Bryan Ross requested each port director identify all capital needs at their respective ports and send a description of each capital project to him.
- At the September MPAA meeting, each port director made a presentation to the MPAA members, describing their capital needs (project description, economic impact, cost).
- MPAA voting members scored each project that was presented as High Priority/Medium Priority/Low Priority. Bryan Ross averaged the scores for all projects to create a preliminary ranking of statewide projects. The preliminary ranking was used as the starting point for a group discussion, where project merits were debated relative to statewide freight needs and anticipated future freight growth.
- Based on the anticipated funding for the upcoming fiscal year, the requested amount of funding for projects was discussed, resulting in some amounts being reduced by consensus of the group and the affected project's director.
- The MPAA recommendation was used as MoDOT's basis for the capital funds request.

SFY 2016

- The same process was used for SFY 2016 as 2015, but the final discussion and recommendation by the MPAA members is being done via email because of the timing of this year's MPAA meeting being prior to the public vote on Constitutional Amendment 7 (CA7). At the July 2014 MPAA meeting, the MPAA voting members prioritized and recommended projects assuming CA7 would pass, and tabled discussion on prioritizing and recommending projects assuming CA7 would not pass to an email discussion to happen in late August.

SFY 2017

- The process used for SFY 2017 unaltered. The presentation, discussion and recommendations were done in person on October 15.

Port Name:	
Project Title:	
Total Project Cost:	
Amount of 2018 CIP Funds Requested:	
Project Category (choose all that apply):	

A) Maintain what we have; B) Safety; C) Support new jobs/Economic Development; or D) Connect to move freight more efficiently

Project Description:

Will this project be ready for construction on July 1, 2017 (Yes/No)?	
Will you be requesting Preliminary Engineering funds for this project (Yes/No; if Yes, how much)? <i>Note: PE funds are available starting July 1, 2016</i>	
Is this project part of the port's long range plans (Yes/No)?	
Will this support an existing/committed customer or a prospective customer?	

Check one of the following:

Immediate Need (0-12 months)	
Intermediate Need (1-5 years)	
Long Term Need (5+ years)	

Xxxx Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Xxxx Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Yyyy Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Yyyy Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Zzzz Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Zzzz Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Aaaa Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Aaaa Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Bbbb Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Bbbb Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Cccc Port Authority

Project 1 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Cccc Port Authority

Project 2 - \$xxx,xxx– Immediate/Intermediate/Long Term Need

<i>Score as High, Medium or Low</i>	
Score:	
Comments:	

Port Capital Project Agreement Execution Process:

Documents:

- WTR-23: Resolution
- WA03: Port Aid Agreement for Capital Improvements
- Appendix A: Scope of Work and budget
- eVerify – [RsMO 285.530](http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html)
<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html>

Executing the Port Aid Agreement

Once the state budget including funds for port capital improvement projects has been approved by the legislature and governor and the capital improvement funds have been released by the Office of Administration, MoDOT will email to the port directors a .pdf version of the Port Aid Agreement for Capital Improvement Projects (CCO Form WA03) and a .pdf version of the Resolution (form WTR-23). The end date on the agreement must be the last day of the fiscal year.

The Board of Commissioners for each port must approve the resolution, designating two individuals who may execute the agreement.

The port director returns

1. Three hard copies of the signed agreement,
2. The resolution
3. Scope of work
4. E-Verify memorandum, and
5. Affidavit to MoDOT with original signatures. *(Stamped, printed or copied versions of signatures are not acceptable.)*

Multimodal will submit the documents to CCO for approval to form. CCO approves the agreement as to form and forwards the documents to the MoDOT Commission Secretary for signature and execution of the agreement. Once executed, the Commission Secretary returns the documents to Multimodal. Multimodal returns two copies of the executed agreement to the port director, and retains one for filing.

Any amendments to agreements will be emailed to the port director as a .pdf file as needed. No new resolution is required for amendments. The port director will return the three hard copies of the signed amended agreements to MoDOT with original signatures. Stamped, printed or copied versions of signatures are not acceptable. Multimodal will submit the amended agreements to CCO for approval to form. CCO forwards the amended agreements to the MoDOT Commission Secretary for signature and execution of the amended agreements. Once executed, the Commission Secretary returns the amended agreements to Multimodal. Multimodal returns two copies of the executed amended agreements to the port director, and retains one for filing.

RESOLUTION

WHEREAS, the Missouri Highway and Transportation Commission is authorized to make grants for capital improvements by port authorities; and,

WHEREAS, the <insert PA name> Port Authority desires to file an application with the Missouri Highway and Transportation Commission for funds to aid in said Port Authority's project,

NOW THEREFORE, be it resolved by the <insert PA name> Port Authority as follows:

1. That the Port Authority <insert primary position/title> and <insert secondary position/title> be and hereby authorized to file an application for funds with the Missouri Highway and Transportation Commission and executed on behalf of the Port Authority any documents necessary thereto.
2. That the present <insert primary position/title> is <insert name of primary position holder> and <insert secondary position/title> is <insert name of secondary position/title holder> and the Port Authority will immediately notify the Missouri Highway and Transportation Commission of any changes in these positions.

Adopted by the <insert PA name> Port Authority on the _____ day of _____, 20__.

Signature

Name (Typed)

Title

ATTEST:

Secretary

Appendix A: Scope of Work

A Scope of Work will be attached to each Port Aid Agreement for Capital Expenses. The Scope of Work will describe the project for which project the port has been appropriated funds. In order to maintain flexibility during the construction process, the Scope of Work should broadly explain the project being undertaken, but not contain so much detail as to prohibit unforeseen changes that may become necessary. An estimated budget for the project shall be included with each Scope of Work. The budget should include estimated amounts in categories such as Engineering/Design, Property Acquisition, Construction Costs, and Procurement Costs.

STATE OF _____)
) ss
COUNTY OF _____)

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

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

E-Verify - <http://www.uscis.gov/e-verify>

eVerify language is not current present in the WA03 Port Aid Agreement for Capital Projects template.

iv. Design Consultant Selection - Summary

If the port authority is not adequately staffed to provide the necessary engineering, architectural, land surveying, right of way and related services (including utility negotiations), they may hire a consultant to provide professional services. Professional services are defined under the federal law, the Brooks Act, 40 USC 1102.

Commonly referred to as the “Mini-Brooks Act”, the State of Missouri, in [sections 8.285 thru 8.291 RsMO](#), requires Qualification Based Selection (QBS) for all architectural, engineering and land surveying professional services and reflects the language contained in the federal legislation. *This requirement applies to ALL projects in Missouri regardless if it contains federal funds or not.* The port authority may hire a consultant one of two ways. The first is through the solicitation of consultant services on the MoDOT website and is explained in the next section of this chapter. The second is through the use of MoDOT’s on-call consultant lists.

MoDOT maintains two different on-call consultant listings. Both of these lists are in compliance with the Qualification Based Selection (QBS) process required by Missouri statute and the Brooks Act in Federal Statutes.

The first is the Local Public Agency (LPA) On-Call consultant services listing discussed in the Engineering Policy Guide (EPG) section 136.4.2.4.3 using the LPA On-Call Consultant List. The EPG can be accessed from MoDOT’s website under the Business Manuals page. The on-call selection option was created to streamline the project delivery process for local agencies, however this process of selection is not mandatory and the standard qualifications based selection process can be used at any time. The LPA on-call list is available for projects less than \$100,000 for work that fits into the five categories listed- structures, construction inspection, roadway, trails and sidewalks, and traffic engineering. Details for those scopes of work are included in the EPG. Guidance for selecting the consultant from that list and process for completing the contract are included in EPG section 136.4.2. The list is located at <http://www.modot.org/business/lpa/OnCallListing.htm>.

The second on-call listing is used for MoDOT work. Every three years MoDOT requests interested firms respond to a list of specific work categories. MoDOT uses the QBS process to select firms from those responses in those particular work categories. These contracts are used for quick delivery of small projects (less than \$200,000) that are limited in scope. Section 134.2.4 of the EPG outlines this process as well. This list is located at http://www.modot.org/business/consultant_resources/documents/2014-2017MoDOTOn-CallList.pdf

Please note that Right of Way Acquisition and Negotiations are NOT defined as a professional service and therefore the Brooks Act does not apply to those services. Also keep in mind that the Federal Laws supersede the State Laws if the project has federal funding.

68.055. 1. Every port authority shall let contracts for all work to be done and for equipment, supplies or materials to be purchased. Excepting as otherwise provided herein, such contracts shall be given to the lowest responsible bidder therefor, upon not less than twenty days' notice of the letting, given by publication in a newspaper of general circulation in the city or county creating the port authority; and in the discretion of the commissioners, in one or more newspapers of general circulation among contractors. The port authority shall have the power and authority to reject any and all bids and to readvertise the work or proposed purchase.

2. Notwithstanding the provisions of subsection 1 of this section, every port authority may let contracts in a manner consistent with the procedures set forth in 24 CFR Section 85.36, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", as may be revised from time to time, regardless of the source of funds for the procurement, except that if a funding source mandates specific procedures for letting contracts as a condition to receipt of funds which are inconsistent with the procedures authorized in this section for letting contracts, a port authority may use such procedures required by the funding source.

3. Notwithstanding the provisions of subsection 2 of this section, the dollar limit of procurements which may, pursuant to subsection 2 of this section, be accomplished using "small purchase procedures", shall, for the purposes of procurements to be paid for with funds other than federal funds, adjust annually based on the rate of inflation according to the Consumer Price Index, commencing in 1995.

(L. 1974 H.B. 1646 § 10, A.L. 1994 H.B. 1248 & 1048)

<http://www.moga.mo.gov/mostatutes/stathtml/00800002851.html>

8.285. It shall be the policy of the state of Missouri and political subdivisions of the state of Missouri to negotiate contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.

<http://www.moga.mo.gov/mostatutes/stathtml/00800002871.html>

8.287. As used in sections [8.285](#) to [8.291](#) unless the context specifically requires otherwise:

(1) "Agency" means each agency of the state and each agency of a political subdivision thereof authorized to contract for architectural, engineering and land surveying services;

(2) "Architectural services" means any service as defined in section [327.091](#);

(3) "Engineering services" means any service as defined in section [327.181](#);

(4) "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying and provide said services;

(5) "Land surveying services" means any service as defined in section [327.272](#);

(6) "Project" means any capital improvement project or any study, plan, survey or program activity of a state agency or political subdivision thereof, including development of new or existing programs.

<http://www.moga.mo.gov/mostatutes/stathtml/00800002891.html>

8.289. Present provisions of law notwithstanding, in the procurement of architectural, engineering or land surveying services, each agency which utilizes architectural, engineering or land surveying services shall encourage firms engaged in the lawful practice of their professions to annually submit a statement of qualifications and performance data to the agency. Whenever a project requiring architectural, engineering or land surveying services is proposed for an agency of the state or political subdivision thereof, the agency shall evaluate current statements of qualifications and performance data of firms on file together with those that may be submitted by other firms regarding the proposed project. In evaluating the qualifications of each firm the agency shall use the following criteria:

(1) The specialized experience and technical competence of the firm with respect to the type of services required;

(2) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;

(3) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;

(4) The firm's proximity to and familiarity with the area in which the project is located.

<http://www.moga.mo.gov/mostatutes/stathtml/00800002911.html>

8.291. 1. The agency shall list three highly qualified firms. The agency shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

2. For a basis for negotiations the agency shall prepare a written description of the scope of the proposed services.

3. If the agency is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The agency shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The agency shall then undertake negotiations with the third qualified firm.

4. If the agency is unable to negotiate a contract with any of the selected firms, the agency shall reevaluate the necessary architectural, engineering or land surveying services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with the provisions of sections [8.285](#) to 8.291.

5. The provisions of sections [8.285](#) to 8.291 shall not apply to any political subdivision which adopts a qualification-based selection procedure commensurate with state policy for the procurement of architectural, engineering and land surveying services.

PROGRAMMING AGREEMENT TEMPLATE

SPONSOR: _____
LOCATION: _____
PROJECT: _____

[DRAFTER'S NOTE – Delete DRAFTER'S NOTE prior to contract execution. Verify that the project number and location are correct for the contract.]

THIS CONTRACT is between (*Port Authority Name*), Missouri, hereinafter referred to as the "Port Authority", and (*name and address of consulting firm*), hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the **State of Missouri**, coordinated through the Missouri Department of Transportation, the Port Authority intends to (*specify improvement*)_____ and requires professional engineering services. The Engineer will provide the Port Authority with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Port Authority will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**[DRAFTER'S NOTE – Delete DRAFTER'S NOTE prior to contract execution
Develop the Scope of Services for project.]**

ARTICLE I – SCOPE OF SERVICES

Refer to Attachment A for the Scope of Service specific to this project. The Scope of Service should include PE and/or CE professional services.

ARTICLE II – ADDITIONAL SERVICES

The Port Authority reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE III – RESPONSIBILITIES OF PORT AUTHORITY

The Port Authority will cooperate fully with the Engineer in the development of the project, including the following:

- A. Make available all information pertaining to the project which may be in the possession of the Port Authority;
- B. Provide the Engineer with the Port Authority's requirements for the project;
- C. Make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

PROGRAMMING AGREEMENT TEMPLATE

- D. Examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. Designate a Port Authority's employee to act as Port Authority's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Port Authority's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE IV – PERIOD OF SERVICE

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution
Completion dates shall be in month/day/year – calendar days are not acceptable]**

The Engineer will commence work within two weeks after receiving notice to proceed from the Port Authority. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MoDOT shall be completed on (calendar date – not days)
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Port Authority will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE V – STANDARDS

The Engineer shall be responsible for working with the Port Authority in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Port Authority needs, and guidance provided in the most current version of EPG 136 LPA Policy.

ARTICLE VI – COMPENSATION

For services provided under this contract, the Port Authority will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Port Authority will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$_____, with a ceiling established for said design services in the amount of \$_____, which amount shall not be exceeded.

[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution]

PROGRAMMING AGREEMENT TEMPLATE

Does the fixed fee and contract amount match attached cost estimate? Retainage is not allowed]

- B. For construction inspection services, the Port Authority will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$_____, with a ceiling established for said inspection services in the amount of \$_____, which amount shall not be exceeded.

[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution

Does the fixed fee and contract amount match attached cost estimate? Retainage is not allowed]

- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

- D. Actual costs in Sections A and B above are defined as:

[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution

Firm's must use the MoDOT accepted provisional overhead rates in this section and the rates must be used in the cost estimates]

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at ____% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at ____% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VI. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. **METHOD OF PAYMENT** – Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Port Authority. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly

PROGRAMMING AGREEMENT TEMPLATE

for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Port Authority will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Port Authority's receipt of the Engineer's invoice. The Port Authority will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- G. **PROPERTY ACCOUNTABILITY** – If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Port Authority shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Port Authority. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *(list sub-consultant(s) and services, such as surveying, foundation borings and tests, abstracts of title, archaeological studies, material testing, etc.).*

Sub-Consultant Name

Address

Services

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution
Insert all sub-consultants here.]**

ARTICLE IX - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E

PROGRAMMING AGREEMENT TEMPLATE

submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE X - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by the **State of Missouri**. Said records shall be made available for inspection by authorized representatives of the Port Authority or MoDOT during regular working hours at the Engineer's place of business.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Port Authority upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Port Authority upon request. All such information produced under this contract shall be available for use by the Port Authority without restriction or limitation on its use. If the Port Authority incorporates any portion of the work into a project other than that for which it was performed, the Port Authority shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Port Authority may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Port Authority, upon giving to the Engineer at least fifteen (15) days prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Port Authority.
- B. Should the Agreement be suspended or terminated for the convenience of the Port Authority, the Port Authority will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Port Authority for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which

PROGRAMMING AGREEMENT TEMPLATE

are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Port Authority 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Port Authority. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Port Authority that funds are no longer available to continue performance.
 2. The Port Authority's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Port Authority.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT

The Port Authority will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Port Authority's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

The Port Authority and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS

The Engineer shall comply with all state and local laws, ordinances, and regulations applicable to the work, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Port Authority, MoDOT, and the State of Missouri from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVII – INSURANCE

[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution

The below language regarding insurance is not required but is suggested as a best practice, the language below may be modified without MoDOT approval]

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's

PROGRAMMING AGREEMENT TEMPLATE

compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Port Authority with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XVII) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XVIII - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B – Estimate of Cost

Attachment C – Conflict of Interest Disclosure Form

PROGRAMMING AGREEMENT TEMPLATE

PROGRAMMING AGREEMENT TEMPLATE

Executed by the Engineer this ____ day of _____, 20__.

Executed by the Port Authority this __ day of _____, 20__.

FOR: _____
Port Authority

BY: _____
Executive Director

ATTEST: _____

FOR: _____, INC.

BY: _____
Title

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

FISCAL OFFICER

PROGRAMMING AGREEMENT TEMPLATE

ATTACHMENT A

Scope of Services

[INSERT SCOPE OF SERVICES]

PROGRAMMING AGREEMENT TEMPLATE

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Surveying</i>			
Registered Land Surveyor	_____	_____	_____
Rodman	_____	_____	_____
<i>Preliminary Design</i>			
Partner	_____	_____	_____
Engineer	_____	_____	_____
Technician	_____	_____	_____
<i>Final Design</i>			
Partner	_____	_____	_____
Engineer	_____	_____	_____
Technician	_____	_____	_____
Typist	_____	_____	_____
SUBTOTAL	_____	_____	_____

[DRAFTER's NOTE: do the Hours x Rate = cost?

Are the subtotal added correctly?]

[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]

Payroll Overhead (Est. at ____% X SUBTOTAL)) _____

General and Admin. Overhead (Est. at ____% X SUBTOTAL)) _____

TOTAL LABOR & OVERHEAD _____

Fixed Fee(Percent X TOTAL LABOR & OVERHEAD) _____

TOTAL LABOR, OVERHEAD & FIXED FEE _____

Other Direct Costs

Travel, ____ trips @ ____ miles X ____ IRS Rate _____

Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations) _____

Computer Time _____

Printing _____

[DRAFTER's NOTE: If the sub-consultant(s) cost are close to \$25,000, they must develop a cost plus fixed fee breakout of those costs and if not pre-qualified, include documentation to support the overhead rate used in the cost estimate.]

*Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))*

Surveying _____

Borings _____

Archaeological Study _____

PROGRAMMING AGREEMENT TEMPLATE

SUBTOTAL DIRECT COSTS _____

TOTAL FOR DESIGN PHASE _____

CONSTRUCTION PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Engineer Inspector</i>	_____	_____	_____
SUBTOTAL			_____

*[DRAFTER's NOTE: do the Hours x Rate = cost?
Are the subtotal added correctly?]*

[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]

Payroll Overhead (Est. at ____% X SUBTOTAL)) _____

General and Admin. Overhead (Est. at ____% X SUBTOTAL)) _____

TOTAL LABOR & OVERHEAD _____

Fixed Fee (Percent X TOTAL LABOR & OVERHEAD) _____

TOTAL LABOR, OVERHEAD AND FIXED FEE _____

Other Direct Costs

Travel, ____ trips @ ____ miles X ____ IRS Rate _____

Per Diem (cannot exceed the maximum per diem rates in effect at the time of

Travel as set forth in the Federal Travel Regulations) _____

Lab Testing Fees _____

[DRAFTER's NOTE: If the sub-consultant(s) cost are close to \$25,000, they must develop a cost plus fixed fee breakout of those costs and if not pre-qualified, include documentation to support the overhead rate used in the cost estimate.]

*Subcontract Pass-Through Costs (Identify by Name **indicates DBE firm(s))*

SUBTOTAL DIRECT COSTS _____

TOTAL FOR CONSTRUCTION PHASE _____

[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]

PROGRAMMING AGREEMENT TEMPLATE

Attachment C
Conflict of Interest Disclosure Form for Port Authority/Consultants
Port Authority Capital Improvement Projects

Firm Name (Consultant):

Project Owner (Port Authority):

Project Name:

Project Number:

As the Port Authority and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

- ☐ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to Port Authority.
- ☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments to MoDOT Multimodal Operations along with the executed engineering services contract.

Port Authority

Consultant

Printed Name:_____

Printed Name:_____

Signature:_____

Signature:_____

Date: _____

Date: _____

(Sample Solicitation Cover Letter to be placed on Local Public Agency Letterhead)

Date

Dear Consultant:

The **Local Agency Name** is requesting the services of a consulting engineering firm to perform the described professional services for the project included on the attached list. If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments. Limit your letter of interest to no more than _____ pages. This letter should include any information which might help us in the selection process, such as the persons or team you would assign to each project, the backgrounds of those individuals, and other projects your company has recently completed or are now active. It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) be submitted with your firm's Letter of Interest, or be on file with with **Local Agency Name**. The statement of qualification is not included in the total page count limit.

We request all letters be received by _____ pm, (mm/dd/yyyy) at **Local Agency address**.

Sincerely,

Local Contact Name

Title

Attachment

Port Authority: _____	
Project No:	
Location:	
Proposed Improvement:	
Approximate Construction Cost:	\$
Consultant Services Required:	<i>Create the scope of service or select from the sample scopes of service on the following page – <u>do not include</u> the sample scope of service page to your completed advertisement</i>
Other Comments:	
Contact:	Name: Address: Phone: Email:
Deadline:	
<ul style="list-style-type: none"> Submit: Letter of interest should not exceed ____ pages total. A page is defined as 8-1/2 by 11 inches and printed on one side. _____ copies of the letter interest should be received at the address and by the time specified. 	

Pursuant to the Brooks Act for Consultant Selection – the following criteria will be the basis for selection. Additional criteria can be added with the approval of MoDOT Central Office – Multimodal Operations.

Experience and Technical Competence - _____ Max Points

Capacity and Capability - _____ Max Points

Past Record of Performance - _____ Max Points

RFQ Sample Scope of Services

The following sample scopes of service are provided as a tool when developing a solicitation requesting professional services. Cost cannot be requested or considered as part of the consultant selection process. Do not include this page with the prepared solicitation.

Port Engineering

The engineering responsibilities may include, but are not limited to: the preparation of Conceptual plans, Preliminary plans, Contract plans, Right of Way Plans, preparing and submitting necessary permits, contract documents, assisting with the bidding process, and preparation of PS&E and final documents.

Add the Construction Inspection scope of service if the consultant is expected to provide those services.

Bridge

The engineering responsibilities may include, but are not limited to: the preparation of Preliminary and Contract plans and Right of Way Plans. As part of preparing the plans, the consultant may need to perform surveying, geotechnical investigations, hydraulic studies and provide environmental and historic preservation services/permits including the preparation of PS&E and final documents.

Add the Construction Inspection scope of service if the consultant is expected to provide those services.

Roadway

The engineering responsibilities may include, but are not limited to the following: the preparation of Conceptual plans, Preliminary plans, Contract plans and Right of Way Plans. Design services may include, right of way plans, surveying, geotechnical investigations, public involvement, environmental and historic preservation services/permits, contract documents, assisting with the bidding process, construction support/construction inspection, utility coordination/permits and traffic controls including the preparation of PS&E and final documents.

Add the Construction Inspection scope of service if the consultant is expected to provide those services.

Construction Inspection

The responsibilities of the construction inspection phase may include, but are not limited to the following: work with contractor on behalf of the County, assist with preconstruction conference, perform periodic site inspection, prepare change orders, inspect construction materials, check shop drawings submitted by contractor, conduct construction test and inspection, be present during critical construction operations, work with County to do full time inspections and reporting and participate in final inspection.

Final Acceptance and Project Closeout

Final acceptance of a project by a Port Authority occurs by verifying successful project completion through one or more inspections.

When the Port Authority and the prime contractor presume that project construction is complete, an inspection is scheduled by the Port Authority. The inspection party includes representatives from the Port Authority, MoDOT, prime contractor, and in some cases, the subcontractor(s).

The scheduled inspection becomes the *final inspection* if it is determined by the inspection party that all contract items have been completed in their entirety and are of satisfactory quality. By merit of the final inspection, the project also receives *final acceptance*.

The scheduled inspection becomes a *semi-final inspection*, if it is determined by the inspection party that corrections or exceptions must be made before *final acceptance*.

§ Corrections are work items that affect the performance and serviceability of the project and impact road users until they are completed.

§ Exceptions are time-dependent work items that do not directly impact road users. They generally fall into one of the three following categories:

1. Establishment of soil stabilization through seeding/sodding/planting and maintenance of associated temporary erosion control measures,
2. Traffic signal test periods,
3. Lighting system test periods.

After the corrections have been successfully completed the Port Authority may deem the project *substantially complete* and halt the working/calendar day count.

After corrections and exceptions have been successfully completed, the Port Authority inspection party shall perform a *final inspection* and grant *final acceptance*. The Port Authority takes over maintenance responsibility for the project from the contractor.

Final acceptance by MoDOT occurs after the Port Authority has submitted all the applicable [final documents](#) (certifications) listed in EPG 136.11.20 Project Closeout Certifications. These documents are to be received within 60 days of the final inspection date. After review and acceptance of the documentation, MoDOT will issue a [final acceptance report \(form C-239\)](#) and process final reimbursement to the Port Authority.

Project Closeout Certifications

Full payment of the final invoice will not be considered until the Port Authority has electronically furnished the following documents:

1. The [local agency's semi-final inspection letter](#) stating the date of [semi-final inspection checklist \(Form C-236\)](#) and listing those who were present. Required for both contractor and local agency work, where applicable.
2. The Port Authority's [final acceptance letter](#) showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
3. A [final list of acceptance testers](#) used on the project and a certification stating
 - a. "The project was constructed substantially in conformity with the plans and specifications for the project."
4. Final Invoice
5. Final Detailed Estimate of Quantities
6. [Fig. 136.11.10 Contractor's Affidavit Regarding Settlement of Claims](#)
7. [Final Change Order](#) (if needed)
8. [Fig. 136.11.11 Affidavit \(Compliance with Prevailing Wage Law\)](#) from the prime and subcontractors

These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all closeout documentation has been reviewed and accepted.

CHANGE ORDER

Sheet No. _____ of _____

Change Order No. _____

County_____

Route_____

To _____ Contractor

Project_____

You are hereby directed to make the following changes from the contract.

Job No. _____

[illegible]

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
						\$	\$	\$
						TOTALS	\$	\$

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	\$		
3. OVERRUN PREVIOUS	\$		CONTRACTOR
4. TOTAL OVERRUN TO DATE		\$	
5. TOTAL		\$	by : _____ Date _____

SUBMITTED ENGINEER

DATE _____

APPROVAL RECOMMENDED LOCAL AGENCY

DATE _____

APPROVAL RECOMMENDED MODOT

DATE _____

Date

Addressed to District Contact

District Mailing Address

City, State, Zip Code

RE: **Final Acceptance Letter**
 Project Description
 Project Number

Dear: _____

The Final Inspection of this project was completed on _____ (date). We hereby report it to be satisfactorily complete and recommend acceptance. The final documentation is being completed for the project.

The following is a description of and data associated with the project:

Description of the Project

Number of Working Days in Contract _____

Number of Working Days Charged _____

Actual Project Completion Date _____

Contract Completion Date _____

Liquidated Damages (Days) _____

There are no further items which need to be complete.

If you have any questions or need any additional information, please feel free to contact _____

Contact Name and Phone Number

Sincerely,

(LPA Signature Block)

Date

Addressed to District Contact

District Mailing Address

City, State, Zip Code

RE: Semi-Final Inspection Report
 Project Description
 Project Number

Dear: _____

The Semi-Final Inspection for the above referenced project was held on _____.
Date of Semi-Final Inspection

The following individuals were present:

LPA Representatives: _____

MoDOT Representatives: _____

Consultant Representatives _____
and firm name _____

List any additional items which need to be completed on the next page – Form C-236.

If you have any questions or need any additional information, please feel free to contact

_____.
Consultant Contact, Company and Phone Number

Sincerely,

(LPA Signature Block)

Sponsor _____
Project _____

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

(To be executed and filed in duplicate)

_____, 20____

To the _____

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Title)

By _____
(Title)

STATE OF _____

ss.

COUNTY OF _____

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

Notary Public

(SEAL)

My Commission expires _____, 20_____.

1av. Environmental and Right of Way Clearances

Environmental

Meeting environmental and cultural resource requirements and getting the necessary approvals and permits for port authority (PA) projects can involve multiple steps and varying lengths of time. Not meeting requirements in a timely manner can delay or even halt your project. To ensure that proper procedures are followed for Environmental Clearance on a project, refer to the Environmental Flowchart.

Property Acquisition/Right of Way

Right of way acquisition by public entities is governed by [Revised Statutes of Missouri, \(RSMo\) 523](#). To assure the protection of individuals' property rights affected by transportation projects, and the ability to use future federal funds at that location, it is recommended that the requirements of the [Uniform Act](#) be followed.

Property Acquisition/Right of way costs for a project and incurred by the Port Authority (PA) may be the sole responsibility of that PA or they may wish to have a share of these costs reimbursed. If using state appropriated funds, the PA must first make a request to MoDOT in order to receive approval to begin right of way and easement acquisition actions. This can be in the form of a letter or email, and should state whether or not the port is following the federal Uniform Act. MoDOT will respond with a notice to proceed letter or email. Every effort should be made to ensure the right of way funds are obligated for a project before any eligible and reimbursable costs are incurred.

Missouri Department of Transportation
Environmental Studies and Historic Preservation
<http://www.modot.org/ehp/>

Environmental
Richard Moore
573-526-2909
Richard.Moore@modot.mo.gov

Historic Preservation
Mike Meinkoth
573-526-3593
Michael.Meinkoth@modot.mo.gov

Right of Way

Kelly Lucas
Right of Way Director
573-751-7458
Kelly.Lucas@modot.mo.gov

Bryan Bailey
NW Right of Way Manager
816-387-2482
Bryan.Bailey@modot.mo.gov

Jonathan Barnes
NE Right of Way Manager
573-248-2498
Jonathan.Barnes@modot.mo.gov

John Ortner
KC Right of Way Manager
816-607-2060
John.Ortner@modot.mo.gov

Karl Davenport
CD Right of Way Manager
573-751-7702
Karl.Davenport@modot.mo.gov

Cathy Rispoli
SL Right of Way Manager
314-453-1819
Catherine.Rispoli@modot.mo.gov

Steve Shelton
SW Right of Way Manager
417-829-8037
Steve.Shelton@modot.mo.gov

Sherry Glastetter
SE Right of Way Manager
573-472-5347
Sherry.Glastetter@modot.mo.gov

Missouri Department of Conservation
Heritage Review Program
<http://newmdcgis.mdc.mo.gov/EnvReview/Default.aspx>

Brittnie Brauner
573-522-4115 x3182
Brittnie.Brauner@mdc.mo.gov

Missouri Department of Natural Resources
Permits
<http://dnr.mo.gov/mopermitassistant/index.jsp>

August 24, 2009

GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE
FOR PROJECT-SPECIFIC LOCATIONS SUCH AS:

BORROW SITES

HAUL ROADS

BURN PITS

STAGING AREAS

SPOIL SITES

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the Federal Project Number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

The Endangered Species Act

The Federal Endangered Species Act protects rare species and their habitats. The Act is administered by the U.S. Fish and Wildlife Service (USFWS). Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site and a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)

Columbia Field Office
608 East Cherry Street
Columbia MO 65201
Telephone Number (573) 876-1911 or FAX (573) 876-1914

Floodplain/Regulatory Floodway

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one-percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "no-rise" certificate, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA
P.O. Box 116
Jefferson City MO
65102
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

Federal Emergency Management Agency (FEMA) Buyout Lands

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP

funds under Section 404 to “buyout” flood damaged property, which had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

Farmland Protection

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local NRCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III on the Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Clayton Lee
State Soil Scientist
Natural Resource Conservation Service
601 Business Loop 70 West
Parkade Center, Suite 250
Columbia, MO 65203
1-573-876-0907

The NRCS office should be instructed to return the form (with maps) to:

Missouri Department of Transportation
Design Division-Environmental Section
P.O. Box 270
Jefferson City, MO 65102

The remaining Parts VI and VII will be filled out in the Missouri Department of Transportation (MoDOT) Design Division/ Environmental Section. The completed form will be sent to the

contractor for documentation of compliance with the Farmland Protection Policy Act. A copy will be kept in the Design Division file.

Wetlands

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. See the attached map for locations, addresses, and phone numbers of these offices.

Water Quality/Land Disturbance

If the project proponent does not have a valid general NPDES permit for storm water runoff and the site to be disturbed is greater than 1 acre in size, a specific NPDES permit from DNR is required. MoDOT's general permit for land disturbance is only applicable if the site is immediately contiguous to MoDOT right of way AND the project, or is owned by MoDOT. A pollution prevention plan may be required with the NPDES application. Permits may be obtained from the Department of Natural Resources at (573)-751-1300. These permits are necessary even if the runoff is directed into a basin.

Hazardous Waste Sites

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previously industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of **any** structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website at <http://www.dnr.mo.gov/shpo/sectionrev.htm> or requested from the SHPO at:

Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176

or

573-751-7858

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website at

<http://www.dnr.mo.gov/shpo/profqualifications.htm>. Any questions can be directed to the Design Division-Historic Preservation Section, at 573-751-0473.

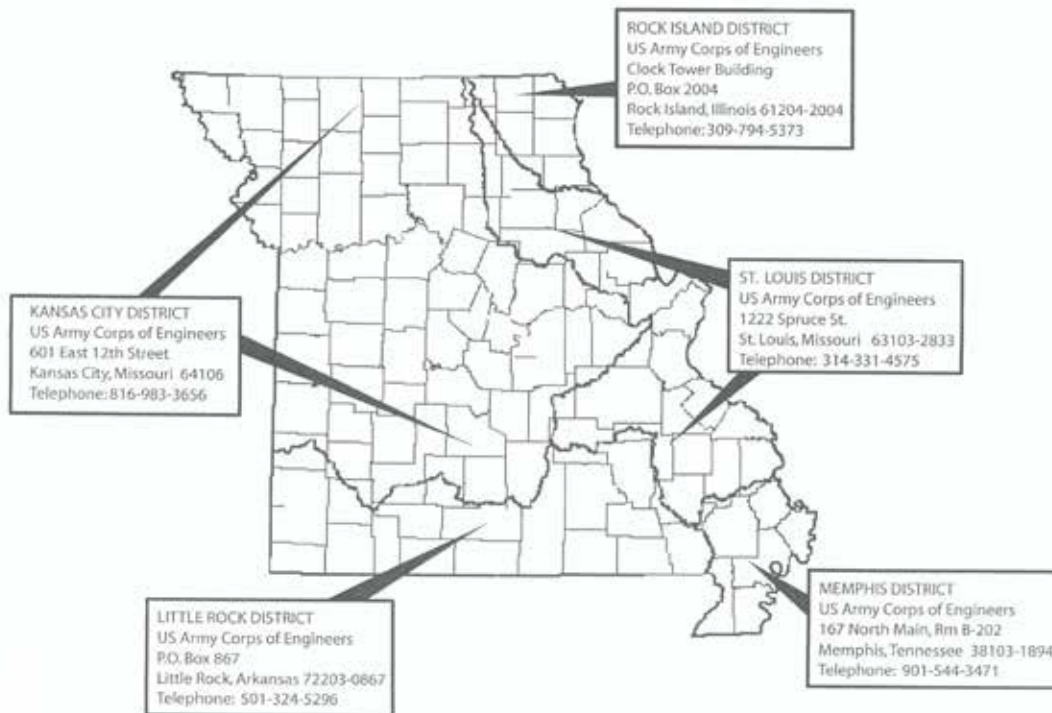
Public Land

If borrow sites are proposed on any publicly owned land, contact the Environmental Section before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid “use” or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to:

Missouri Department of Transportation
Design Division-Environmental Section
P.O. Box 270
Jefferson City, MO 65102

The transmittal letter must include **County, Route, and Job Number** of the project. Please include a map depicting the location and limits of the site(s).



STATE OF MISSOURI
US ARMY ENGINEER DISTRICTS
REGULATORY BOUNDARIES

MPAA
January 30, 2014
Regulatory
Processes
Gayle Unruh
573-526-4778

Federal
Funding

National Environmental
Policy Act
NEPA

Clean Water Act Section
404/401
Streams and Wetlands
COE/DNR

Rivers and Harbors Act
Section 10
Major River Crossings/
Navigable Waters
COE/USCG

Historic Preservation Act
Section 106
DNR

Endangered Species Act
MDC/FWS

Clean Water Act
Section 402 Erosion Control
DNR

Hazardous Waste Laws
DNR

Floodplains
SEMA/Counties

State Burial Laws
DNR

Fill in
Waters
of US

Structure
in river

Non -
Federally
funded

1-acre
land
disturbed

Fill in
floodplain

Reference:
MoDOT
<http://epg.modot.org>
EPG-
Section
136.6

COE – US Army Corps of
Engineers
DNR – Dept. of Natural
Resources
FWS – US Fish and
Wildlife Service
MDC – MO Dept. of
Conservation
SEMA – State Emergency
Management Agency
USCG – US Coast Guard

1avi – 21 day advertisement period

<http://www.moga.mo.gov/mostatutes/stathtml/06800000551.html?&me=chapter 68>

68.055. 1. Every port authority shall let contracts for all work to be done and for equipment, supplies or materials to be purchased. Excepting as otherwise provided herein, such contracts shall be given to the lowest responsible bidder therefor, upon not less than twenty days' notice of the letting, given by publication in a newspaper of general circulation in the city or county creating the port authority; and in the discretion of the commissioners, in one or more newspapers of general circulation among contractors. The port authority shall have the power and authority to reject any and all bids and to readvertise the work or proposed purchase.

2. Notwithstanding the provisions of subsection 1 of this section, every port authority may let contracts in a manner consistent with the procedures set forth in 24 CFR Section 85.36, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", as may be revised from time to time, regardless of the source of funds for the procurement, except that if a funding source mandates specific procedures for letting contracts as a condition to receipt of funds which are inconsistent with the procedures authorized in this section for letting contracts, a port authority may use such procedures required by the funding source.

3. Notwithstanding the provisions of subsection 2 of this section, the dollar limit of procurements which may, pursuant to subsection 2 of this section, be accomplished using "small purchase procedures", shall, for the purposes of procurements to be paid for with funds other than federal funds, adjust annually based on the rate of inflation according to the Consumer Price Index, commencing in 1995.

(L. 1974 H.B. 1646 § 10, A.L. 1994 H.B. 1248 & 1048)

Once the advertisement has been created, submit it to Multimodal Operations who will then get it posed on the MoDOT website.

[http://epg.modot.org/index.php?title=136.9_Plans,_Specs_and_Estimates_\(PSE\)](http://epg.modot.org/index.php?title=136.9_Plans,_Specs_and_Estimates_(PSE))

Click on link to Fig. 136.9.1, Final PS&E Submittal Checklist

Your design consultant should complete the Final PS&E Checklist and the checklist must be submitted to Multimodal prior to advertising for a contractor. (Note: this checklist is periodically updated. It is imperative that the most up-to-date version is being used)

Not all items are required on every project. Projects that are state only do NOT need to include the following:

- (14) Public Interest Findings for Proprietary Items
- (16) Work by Local Forces
- (17) ADA Checklist
- (31) Lobby Certification
- (34) Materials Inspection Technician Certification
- (35) Federal/State Wage Rates
- (44) DBE Provisions
- (45) DBE Forms
- (46) On the Job Training (OJT)
- (50) FHWA Form 1273
- (59) Project Labor Agreements
- (60) Local Preferences
- (61) Proprietary Items
- (69) JSP – ADA

Other items may not need to be included, depending on the type of work being done

SAMPLE ADVERTISEMENT

Port Capital Improvement Project (or type in brief description)

Notice to Contractors

Sealed bids for Insert Project Name & Number Here,
will be received at: Insert address here
until **10:00 o'clock A.M.** (Prevailing Local Time) on the _____ day of _____, at the office
of the _____, and at that time will be publicly opened and
read. All bids shall be submitted in the form of (insert how bids are to be submitted).

The proposed work includes: _____

_____.

Plans and specifications may be (picked up/purchased) from the office of _____ at
_____.

A pre-bid conference will be held at **10:00 AM** on the _____ day of _____, at
insert address of pre-bid meeting here. **All**
bidders are encouraged to attend the pre-bid meeting. (remove this if no pre-bid meeting)

All labor used in the construction of this public improvement shall be paid a wage no less than
the prevailing hourly rate of wages of work of a similar character in this locality as established
by the Department of Labor and Industrial Relations State Wage Rate.

Contractors and sub-contractors who sign a contract to work on public works project provide a
10-Hour OSHA construction safety program, or similar program approved by the Department of
Labor and Industrial Relations, to be completed by their on-site employees within sixty (60)
days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each
proposal.

The (LPA Name Here) reserves the right to reject any or all bids.

No 2nd tier subcontracting will be allowed on this project.

1avii Construction Contractor Selection

The bid opening is a public forum for the announcement of all bids, and is that point in time where the bids are opened and read aloud. It is also the last moment that bids can be accepted. Missouri State Statute requires that all bids are to be submitted in a sealed envelope. The advertisement/bid documents will state a final time in which bids can be accepted. No bids can be accepted during or after bids are opened. For the bidder, the reading of the bids confirms whether his bid is successful. For the PA and the general public, this forum establishes the cost to build the project. **MoDOT concurrence must be obtained prior to the award of contract.** Concurrence from MoDOT must also be obtained if the PA wishes to reject all bids and re-advertise. The bid opening requirements as outlined below apply to all federal-aid highway construction projects.

136.10.7.1 Bid Opening Requirements

Only sealed bids submitted prior to the time specified in the notice are acceptable. Bids must be opened only at the time and place specified in the notice and in the presence of a representative of the PA. The PA must follow its own procedures for bid opening, provided such procedures include:

- § As bids are received, they must be logged in and stamped with the time and date.
- § Bids must be retained in a secure place until the designated time and place for public opening.
- § All bids received in accordance with the terms of the advertisement must be publicly opened and announced either item by item or by total amount.
- § If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud must be publicly announced at the bid opening.
- § Negotiation with contractors, during the period following the opening of bids and before the award of the contract is not permitted.

The PA must at minimum disclose the total bid for each responsive bid after the bid opening. It is recommended that unit prices (item-by-item) are not disclosed until after award. When determining whether to disclose the unit prices after the bid opening, the PA should consider the effects of sharing each contractor's unit prices may have on future bids, should a justifiable reason require the project to be re-bid.

Responsive Bid

Responsive bid is one that meets all the requirements of the advertisement and proposal. There must be a justifiable reason for determination of a nonresponsive bid. Examples of irregularities for determining a bid to be considered nonresponsive are as follows:

- § Failure to sign the bid as stated in the bidding documents
- § Failure to furnish an enforceable bid guaranty (bid bond or cashier's check)
- § Failure to prepare the bid in ink
- § Inclusion of conditions or qualifications not provided for in the specifications
- § Submission of a materially unbalanced bid
- § Failure to acknowledge/incorporate addenda

The above examples do not include all possible bidding irregularities. The bidding documents govern what constitutes a bidding irregularity. Accordingly, the PA's bidding documents must clearly identify those requirements with which the bidder must comply to make the bid responsive.

Responsible Bidder

Responsible bidder is one who is physically organized and equipped with the financial ability to undertake and complete the contract. There must be a justifiable reason for determination that the

bidder is not a responsible bidder. Reasons for determining that a bidder is not responsible are as follows:

- § Failure to be pre-qualified in the time frame required in the bid documents, if applicable.
- § Contractor is suspended or debarred. The PA should ensure no bidders are on the publication [A Listing of Parties Excluded from Federal Procurement and Non-procurement Programs](#).

Responsibility must be determined prior to the bid opening unless the contractor's qualifications have changed from that shown on the prequalification questionnaire on file. If prequalification is required, any bid submitted by a contractor that is not on the pre-qualification list should not be opened, but if opened it must be declared non-responsive. See [EPG 136.9.4.1.1.14.2](#) for more information on contractor pre-qualification.

<http://epg.modot.org/files/f/fe/136.10.2.doc>

REVISED 01-04-2016

<Drafter's Note: There are two cover sheet options. One for the Bid, and the other for the completed contract. Pick the applicable cover sheet and delete the other along with this note

Highlighted areas within this boilerplate represent language that must be updated or may need to be modified to reflect the Local Public Agencies contracting practices. >

< Project #>

<Port Authority Name>

<Port Authority Address>

REQUEST FOR BID

BID OF

<MoDOT Vendor Number (if required)>

Bidder Name_____

Bidder Address_____

**FOR
CONSTRUCTING OR IMPROVING**

<Project Description>

<Project Location>

<County/City>

<Project #>

<Port Authority Name>

<Port Authority Address>

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING
<Project Description>

<Project Location>
<County/City>

INSERT

<INVITATION TO BID>

This invitation must contain construction project award language stating
“the project will be awarded to the lowest, responsive, responsible bidder”

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 Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the bid forms. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to **<Port Authority Name>**. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. 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 for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

[illegible]

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

[illegible]

All questions concerning the bid document preparation can be directed to the **< Port Authority Name >** at **< Port Authority phone number>**. Project specific questions can be directed to **<engineer of record contact information>**.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the **< Port Authority Name >** at **< Port Authority phone number>** or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	(1)
Compliance With Contract Provisions.....	(2)
Period of Performance	(3)
Liquidated Damages	(4)
Bid Guaranty	(5)
Prevailing Wage	(6)
Worker Eligibility Requirements	(7)
OSHA Training Requirements	(8)
Buy American Requirements	(9)
Addendum Acknowledgement.....	(10)
Signature and Identity of Bidder	(11)
Subcontractor Disclosure	(12)
Project Award	(13)
Materials Inspections.....	(18)
Prime Contractor Requirements	(19)
Tax Exempt Status	(20)
<Acceptance of Provision for Price Adjustment for Fuel	(21a)>
<Acceptance for Provision for Asphalt Cement Price Index	(21b)>

Itemized Bid Sheets <inserted by Port Authority>

Bid Bond <inserted by Port Authority>

General Provisions (Other Than MoDOT) <inserted by Port Authority>

Job Special Provisions ([Sample JSP's](#) on MoDOT's Website) <inserted by Port Authority>

Applicable State Wage Rates <inserted by Port Authority>

Applicable Environmental and Cultural Permits and Clearances <inserted by Port Authority>

Contract Forms

[Fig 136.10.3 Sample Contract Agreement](#)

[Fig 136.10.4 Sample Contract Bond](#)

[Fig 136.10.5 Sample Contractors Acknowledgement](#)

NOTICE TO CONTRACTORS

Sealed bids, addressed to <Port Authority name>, <Port Authority address> for the proposed work will be received by the <Port Authority name> until <time of bid opening> (prevailing local time) on <bid opening date>, at the office of the <Port Authority name & address>, and at that time will be publicly opened. Bids should be delivered to: <Port Authority mailing address>.

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

<Description of work>

(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, 2011," and "Missouri Standard Plans for Highway Construction, 2009" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 Missouri Std. Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. <Add additional applicable specifications and standard plans>

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "<Port Authority Name>", and the term "Engineer" is a reference to the Engineer of Record from <Consulting Firm or Port Authority Name>.

The contracting authority for this contract is <Port Authority Name>.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: <# of calendar days>
Completion Date: <insert date>

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

Liquidated damages per day \$ <LD amount>

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty <meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable)>. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty. <Port Authority may insert own bid guaranty language>

- .. Paper Bid Bond
- .. Cashier's Check

(6) **PREVAILING WAGE (STATE ONLY):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in "Annual Wage Order No. XX", that is attached to this bidding document. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

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

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

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

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

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

(8) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(9) **BUY AMERICAN REQUIREMENTS - MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:** The Contractor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States and the State of Missouri.

(10) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(11) **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 (if applicable)**.

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 CONTRACTING AUTHORITY.

- ☐ 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:

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 Missouri Highways and Transportation Commission, as required by the standard specifications.

(12) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

(DRAFTERS NOTE: Items 14-15 are optional and can be deleted by the Port Authority without MoDOT approval.)

(14) PRIME CONTRACTOR REQUIREMENTS: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(15) SALES AND USE TAX EXEMPTION: <Port Authority NAME>, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

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

INSERT
Port Authority
ITEMIZED
BID FORM

INSERT BID BOND

<SEE FOLLOWING FOR SAMPLE>

< DRAFTER'S NOTE TO BE DELETED: Section 102.9 of the Missouri Standard Specifications for Highway Construction states, "Only the version of the bid bond form provided with the request for bid shall be submitted, unless the Request for Bid or Notice of Bid Opening authorizes the use of alternate bid bond forms." The attached bid bond is for example purposes only and is not required so the Port Authority has the option of allowing bidders to submit alternate bid bond forms but the Request for Bid must clearly state what is required.>

SAMPLE BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as principal and _____
as surety, are held and firmly bound unto the (Insert Port Authority Name) _____ 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(s) _____

in _____ County(ies),
project (s) _____

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.

**<INSERT
GENERAL PROVISIONS>
(OTHER THAN MoDOT)
<If Applicable>**

If Port Authority provisions and MoDOT provisions are used the Port Authority MUST state which provision prevails in the case of a conflict between the two provisions

**<INSERT
JOB SPECIAL PROVISIONS
INCLUDING
SIGNED/SEALED TABLE OF
CONTENTS BY ENGINEER OF
RECORD>**

(See Sample JSP's below)

SAMPLE JSP'S

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management
- D. Utilities
- E. Tree Clearing Restriction
- F. Order of Work
- G. ADA Compliance
- H. Liquidated Damages Specified for Winter Months

(Click [here](#) for more common JSP's)

*<Place Engineer's Seal Here on JSP Table of Content Page>
<Signed & Dated>*

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided

highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, 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.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Name

Address

Phone Number

Email Address (Optional)

C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

<List Names and Numbers of Emergency Contacts, such as Port Authority Contact, Port Authority Road & Bridge Supervisor, Consultant Construction Manager, etc>

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (XXX-XXX-XXXX)		
City of _____	City of _____	City of _____
(Fire: XXX-XXX-XXXX)	(Fire: XXX-XXX-XXXX)	(Fire: XXX-XXX-XXXX)
Police: XXX-XXX-XXXX)	Police: XXX-XXX-XXXX)	Police: XXX-XXX-XXXX)
<Add or delete Cities and/or other municipalities as needed>		

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of

construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

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:**

<u>Utility Name</u>	<u>Known Required Adjustment</u>
XYZ Electric Cooperative PO Box 520 Anywhere, MO 63801 Contact: Larry Kelly Telephone: XXX-XXX-XXXX	Yes
AT&T 800 Broadway Cape Girardeau, MO 63701 Contact: Karl Karleskint Telephone: XXX-XXX-XXXX	Yes

Fill this area in with known utility companies within the project boundaries.

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 Section 105.7.3. 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, its 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 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

E. TREE CLEARING RESTRICTION JSP-07-05

1.0 Description. The project is within the known breeding range of the federally endangered Indiana bat. To avoid possible impacts to roosting Indiana bats, no tree clearing will be allowed between ****XXXX XX and XXXX XX****.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

*** Contact Central Office Environmental Section for tree clearing restriction dates.*

F. ORDER OF WORK

<Description of Order of Work>

G. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying

compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA

requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 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 documents.

H. LIQUIDATED DAMAGES FOR WINTER MONTHS

[DRAFTERS NOTE: This JSP is used for projects that should be completed before the winter months. If this JSP is not used, Liquidated Damages will not be assessed from December 15th to March 15th. Not charging LD's during this period can limit the leverage an Port Authority has to enforce project completion dates.]

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

<INSERT STATE WAGE RATES>

**<INSERT
ENVIRONMENTAL PERMITS,
CULTURAL PERMITS, LAND
DISTURBANCE PERMIT,
APPROVAL LETTERS FROM
DRAINAGE DISTRICTS,
RAILROADS, ETC>**

CONTRACT FORMS

The following forms can be added to this proposal boilerplate to make it an actual contract.

[Fig. 136.10.3 Sample Contract Agreement](#)

[Fig. 136.10.4 Sample Contract Bond](#)

[Fig. 136.10.5 Sample Contractor's Acknowledgement](#)

NOTE: PLACE CERTIFICATION ON PORT AUTHORITY LETTERHEAD

Port Authority
Certification of Plans, Specifications & Estimate (PS&E)

For project [PROJECT NAME AND NUMBER] administered by [PORT AUTHORITY] the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of:

1. The undersigned is hereby certifying that the Specifications (including technical specifications and job special provisions) and Standard Plans for the above mentioned project are in full compliance with all applicable State Laws.
2. The undersigned will also carry out this project in accordance with applicable State policies and guidelines as set forth in *Missouri's SAFIG Manual* found on MoDOT's website.
3. The undersigned will also enforce compliance with the above mentioned laws, regulations, policies and guidelines by its consultants, contractors, and subcontractors.
4. The undersigned is hereby certifying that above mentioned project has been developed according to: (check all that apply)

☐ Missouri Standard Specifications for Highway Construction, 2011 Edition

☐ Missouri Standard Plans for Highway Construction, 2009 Edition

☐ Other (list all that apply):

5. The utility status is as follows (refere to example language below and modify accordingly):

Contractor adjustment will require some trees to be cleared and grubbed prior them starting their work. They anticipate taking two weeks to complete their adjustments after the trees are cleared. A utility JSP was added in the road contract to advise the contractor of the clearing and grubbing between station 421+00 to 433+00 (right) for Contractor A, Contractor B and Contractor C. Contractor A estimates to complete their adjustments by August 1, 2004. The (*Port Authority Name*) is not obligated for any of the relocation costs.

Contractor C has a water main adjustment in the limits of the clearing and grubbing mentioned above. They anticipate taking five weeks to complete their adjustments after the trees are cleared. The (*Port Authority Name*) is obligated for 57% of the relocation costs. The utility agreement was executed on April 23, 2004.

Contractor B has aerial facilities to relocate in the limits of the clearing and grubbing mentioned above. They anticipate taking a total of three weeks to complete their

adjustments after the trees are cleared. The (*Port Authority Name*) is not obligated for any of the relocation costs.

City A has sanitary sewer work included in the road contract.

Based on the above information, utility work will not impact the road contractor's progress for this project. We recommend approval of the PS&E on this project.

6. If applicable, the undersigned certifies that any, and all, railroads have been contacted about work on (or crossing) the railroad right-of-way.

SIGNED:

Signature of Port Authority Responsible Person in Charge

Date

Name of Port Authority Responsible Person in Charge

Title of Port Authority Responsible Person in Charge

MISSOURI DEPARTMENT OF TRANSPORTATION
Final PS&E Submittal Checklist (revised 6/05/15)

Project Name:							Date Received:	
Port Authority:								
Project #:								
Item	Topic	Reference	Port Authority Responsibility	Port Authority Initial	Location within submittal (i.e. page number) <u>to be filled out by Port Authority or Consultant</u>	MoDOT District Staff Responsibility	MoDOT District Initial	In Bid Proposal Boilerplate?
Certification								
Certification	Certification	EPG 136.9.2.11 EPG 136.7.3	Port Authority to fill out and submit the Port Authority certification of PS&E Form (Fig 136.9.5) to certify that the PS&E meets all state laws.			MoDOT - District - review for required items.		NO
Required Submittals (if applicable for the project)								
Supporting documentation to proposal	Section 106 Clearance	EPG 136.9.2.1 EPG 136.6	Section 106 - SHPO Clearance, if applicable.			MoDOT - District - review for required items.		NO
Proposal/Supporting Documentation	Section 404 Permits	EPG 136.9.2.1 EPG 136.6	404 COE Permit/401 Water Quality (if applicable) ** This should be included in the proposal.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	USF&W/T&E	EPG 136.9.2.1 EPG 136.6	United States Fish & Wildlife (USF&W) Threatened & Endangered Species (T&E) Clearance, if applicable.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	MDC Heritage Review	EPG 136.9.2.1 EPG 136.6	Missouri Department of Conservation (MDC) Heritage Review, if applicable.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	100-year floodplain and regulatory floodway	EPG 136.9.2.1 CFR Parts 59-78 EPG 136.6	Flood Plain Development Permit, if applicable.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Farmland Protection Policy Act	EPG 136.9.2.1 EPG 136.6	Farmland Conversion Impact Rating Form, if applicable.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	NEPA Classification	EPG 136.9.2.1 EPG 136.6	Include NEPA classification documentation.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Hazardous Waste Renovation or Removal of Structures	EPG 136.9.2.1 EPG 136.6.4.10 EPG 136.6.4.10.1	All lead paint and asbestos inspection report MUST be in the bid proposal.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Right of Way	EPG 136.9.2.2 136.8 635.309	EPG 23 CFR Final Right of Way Certification.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Utility	EPG 136.9.2.3 EPG 136.7.2.6 23 CFR 635.309	Utility Relocation - Status Letter from Applicable Agencies, if applicable.			MoDOT - District - review for required items.		NO

Item	Topic	Reference	Port Authority Responsibility	Port Authority Initial	Location within submittal (i.e. page number) <i>to be filled out by Port Authority or Consultant</i>	MoDOT District Staff Responsibility	MoDOT District Initial	In Bid Proposal Boilerplate?
Supporting documentation to proposal	Railroad	EPG 136.9.2.4 EPG 136.7.2.5 23 CFR 635.309	Approval letter from Railroad if project is crossing railroad or on railroad right of way; <u>or</u> letter stating no railroads are affected by project. Can combine with PS&E Certification Letter if no railroads affected.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Bridge Submittals	EPG 136.9.2.5 136.7.2.2.7	EPG Port Authority to submit appropriate documents, see SAFIG Manual for further guidance.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Bridge Submittals	EPG 136.9.2.5 136.7.2.2.7	EPG Approval letter from Drainage District, if applicable. <i>(SE district bridge replacement only)</i>			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Public Interest Findings for Proprietary Items	EPG 136.9.2.6 136.7.2.8 EPG 136.9.4.1.2.7	EPG Port Authority to submit appropriate documents, see EPG for further guidance.			MoDOT - District - review for required items.		NO
Supporting documentation to proposal	Design Exceptions	EPG 136.9.2.7 136.7.2.7	EPG Port Authority to submit appropriate documents, see EPG for further guidance.			MoDOT - District - review for required items.		NO
Required documents for locally proposed NBI Structures	Bridge	EPG 136.7.2.2.6.3 136.7.2.2.6.4	EPG Completed SI&A Load Rating Calc & Summary			MoDOT - District - review for required items.		NO
Plans								
Plans	Plan Requirements	EPG 136.9.3 136.7.2.1.6	EPG Title Sheet MUST have: Project #, location map and local official(s) signatures.			MoDOT - District - review for required items.		NO
Plans	Professional Engineer Signature	EPG 136.9.3 136.7.2.1.6	EPG Title Sheet, all plan sheets and cover sheet of the proposal MUST be signed and sealed by engineer of record and the title sheet is signed by the Port Authority.			MoDOT - District - review for required items.		NO
Plans	Traffic Control	EPG 136.7.2.1.4 MUTCD	The local agency shall develop and implement a Transportation Management Plan (TMP) in sustained consultation with all stakeholders for each project. The TMP shall conform to the guidelines set forth in Chapter 6 of the Manual on Uniform Traffic Control Devices (MUTCD).			MoDOT - District - review for required items.		NO
Plans	Bridge	EPG 136.7.2.2.6.2	Pertinent design criteria, appropriate data and information to ensure accurate and competitive bids			MoDOT - District - review for required items.		NO

Item	Topic	Reference	Port Authority Responsibility	Port Authority Initial	Location within submittal (i.e. page number) <i>to be filled out by Port Authority or Consultant</i>	MoDOT District Staff Responsibility	MoDOT District Initial	In Bid Proposal Boilerplate?
Bid Documents - Bid Proposal Required Provisions - See Federal Project Bid Proposal Boilerplate Fig 136.9.3								
Proposal	Checklist of Requirements for Contractor to be considered "responsive" aka Bidder's Checklist	23 CFR 635.112(h)	Bid Proposal must clearly identify requirements which the bidder must assure in order to make the bid responsive.			MoDOT - District - review for required items.		YES
Proposal	Period of Performance (also known as Contract Time)	MoDOT Spec 108 EPG 136.9.4.1.1.1	Proposal must include language indicating the allowed construction timeframe.			MoDOT - District - review for required items.		YES
Proposal	Liquidated Damages	EPG 136.9.4.1.1.2 23 CFR 635.127 MoDOT Spec 108.8	Bid Proposal must include liquidated damages rate table.			MoDOT - District - review for required items.		YES
Proposal	Bid Bond (Guaranty)	EPG 136.9.4.1.1.3 49 CFR 18.36 MoDOT Spec 102.9	Bid Proposal must include Bid Bond.			MoDOT - District - review for required items.		YES
Proposal	Right to Inspect Work	EPG 136.9.4.1.1.9 MoDOT Spec 105.10	The project Job Special Provisions or drawings shall stipulate that MoDOT and FHWA may make inspections of the work and that the contractor shall grant them access to all parts of the work.			MoDOT - District - review for required items.		YES
Proposal	State Wage Rates	EPG 136.9.4.1.1.10 8 CSR 30-3	The local agency must request an Annual State Wage Determination for each contract from the Industrial Commission, Missouri Department of Labor and Industrial Relations (DOLIR), Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403.			MoDOT - District - review for required items.		NO Insert current rates
Proposal	E-Verify	RsMO 285.530 EPG 136.9.4.1.1.11	Bid Proposal must note requirements regarding Federal Work Authorization Program and list Federal website for E-Verify. Supporting documentation must include Affidavit for compliance & MOU.			MoDOT - District - review for required items.		YES
Proposal	OSHA Training	RsMO 292.675 EPG 136.9.4.1.1.12	OSHA Training Requirements are stated in proposal.			MoDOT - District - review for required items.		YES
Proposal	Buy American	RsMO 34.350	Bid Proposal must include Buy American provisions.			MoDOT - District - review for required items.		YES

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Proposal	Contractor Requirements	EPG 136.9.4.1.1.14 23 CFR 635.116	The bid proposal must stipulate that the prime contractor on a project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.			MoDOT - District - review for required items.		YES
Proposal	Subcontracting	EPG 136.9.4.1.1.14 23 CFR 635.116 MoDOT Spec 108.1	The bid proposal must stipulate that second-tier subcontracting will not be permitted on the project.			MoDOT - District - review for required items.		YES
Proposal	Addenda	EPG 136.9.4.1.1.17 23 CFR 635.112	Bid Proposal must include instructions on acknowledgement of addenda.			MoDOT - District - review for required items.		YES
Proposal	Bid Award	EPG 136.9.4.1.1.19 23 CFR 635.114(a) MoDOT Spec 103.2.1	Bid Proposal must state the bid will be awarded to the "lowest, responsive, responsible bidder."			MoDOT - District - review for required items.		YES
Proposal	Bid Form	EPG 136.9.4.1.1.20	The bid proposal will also need to include an itemized listing of all pay items included in the project, quantities of each individual pay item and blanks for the contractor to submit a unit price (and extension) for each pay item. (No Lump Sum Contracts)			MoDOT - District - review for required items.		NO Insert current LPA bid forms
Bid Documents - Bid Proposal Restricted Provisions								
Proposal	Retainage	RsMO 34.057 MoDOT Spec 109.9 EPG 136.9.4.1.2.1	Retainage of contractor payment is not to be automatically applied to projects as a matter of course. However, the PS&E should clearly state that in accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RsMO 34.057, or as determined by the engineer.			MoDOT - District - review for required items.		NO
Proposal	Contractor Warranty	EPG 136.9.4.1.2.2 23 CFR 635.413	No contractor guarantees / warranties allowed.			MoDOT - District - review for required items.		NO
Proposal	Employ Missouri	RsMO 290.570 EPG 136.9.4.1.2.9	This can <u>only</u> be used on State funds. Provision stating that when unemployment is > 5% they must employ Missouri citizens.			MoDOT - District - review for required items.		NO

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Specifications								
Specifications	Spec Requirements	EPG 136.9.4.2 EPG 136.7.3	When referencing Missouri Standard Specifications for Highway Construction - Current Edition, MUST be specific on the edition date.			MoDOT - District - review for required items.		YES
Specifications	Spec Requirements	EPG 136.9.4.2 EPG 136.7.3	The specification used shall be referenced on both the drawings and the specifications package as the basic standard for materials and construction - except as modified or superseded by job special provisions or other specifications included in the specifications package.			MoDOT - District - review for required items.		NO
Specifications	Job/Technical Specifications	EPG 136.9.4.2 EPG 136.7.3.1	All identified JSP's must be included in the bid proposal.			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Traffic Control	EPG 136.7.3.1.2.1.1	If a project contains traffic control, a Traffic Control JSP is required.			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Contractor Furnished Borrow	EPG 136.7.3.1.2.1.2	If the specifications call for contractor-furnished borrow, the bid proposal must include the Guidelines for Obtaining Environmental Clearance JSP.			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Lump Sum Items	EPG 136.7.3.1.2.1.4	If there are lump sum items in the contract, a JSP for each Lump Sum item is required.			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Utility Relocation	EPG 136.7.3.1.2.1.5	If a project contains any utility relocations and/or adjustments, a Utility JSP is required.			MoDOT - District - review for required items.		YES
Required JSP's	Right of Way Clearance	EPG 136.7.3.1.2.1.6	If right of way is not cleared prior to bid opening, a JSP is required and must explain how this right of way clearance will affect the contractor and when the right of way is expected to be cleared.			MoDOT - District - review for required items.		NO Must be inserted

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Required JSP's	Railroad	EPG 136.7.3.1.2.1.7	If there is a railroad agreement associated with the project and there are issues that the contractor needs to be aware of a JSP is required. If a railroad flagger is required for the project, a JSP is required and it must indicated who is responsible for funding the flagging operation.			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Bridge Material Inspection/Acceptance	EPG 136.7.3.1.2.1.8	The LPA has the option as to whether or not they intend to do inspection at a fabrication shop during the manufacture of fabricated bridge elements being supplied for the job. When the LPA decides not to inspect at the fabrication shop, the following specifications regarding acceptance of fabricated structural members shall be included (when appropriate) as job special provisions .			MoDOT - District - review for required items.		NO Must be inserted
Required JSP's	Alternate Bidding	EPG 136.7.3.1.2.1.9	If a project contains any alternate or optional bidding, a JSP is required			MoDOT - District - review for required items.		NO Must be inserted
Standard Plans								
Required Documentation	Standard Plans	EPG 136.9.4.3 EPG 136.7.3.2	The bid proposal must clearly indicate that standard plans which are in effect. In addition, if more than one is referenced, the order of precedence must be stipulated.			MoDOT - District - review for required items.		NO

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Estimate								
Estimate	Engineer's Estimate	EPG 136.9.5 136.7.4	EPG An engineer's estimate, showing estimated quantities, unit prices and extended totals shall be submitted to MoDOT with the detailed plans. Subtotals shall be shown for roadway items, bridge, signing/stripping/signals/lighting, landscaping/streetscaping, utilities (reimbursable with federal participation) and bicycle/pedestrian facilities . The engineer's estimate should be treated as a confidential document. Any knowledge of the estimate may cause unbalanced bids or provide a contractor who has knowledge of the engineer's estimate an advantage.			MoDOT - District - review for required items.		NO

1aviii Invoicing

The PA must submit invoices to MoDOT for reimbursement of costs contained in the agreements and contracts as they are incurred. The invoices may not be submitted more than once every two weeks. Progress invoices must be submitted monthly. The final invoice must be submitted within 30 days of final acceptance. See the invoice template.

<http://www.moga.mo.gov/mostatutes/stathtml/06800000351.html?&me=68>

68.035. 2. In addition the state may make capital improvement matching grants contributing eighty percent of the funds and local port authorities contributing twenty percent of the funds for specific undertakings of port development such as land acquisitions, construction, terminal facility development, port improvement projects, and other related port facilities. Notwithstanding the foregoing, any matching grants awarded by the Missouri highways and transportation commission under the Port Capital Improvement Program shall be transportation related.

**Missouri Department of Transportation
Financial Report Form
Fiscal Year 20xx Capital Improvement Grant**

Month:	
Year:	20xx

Vendor Number:	XXXXXXXXXX-X
Port Name:	xxx Port Authority
Address:	XXXXXXX XXXXXXXXXX

Project Number:	WCIxx000xxx
Grant Amount:	\$123,456.78

Description	Current Monthly Expense	State Share 80%	Year-To-Date Expense
Engineering Fees		\$0.00	
Construction Expense		\$0.00	
Property Acquisition		\$0.00	
Legal Fees		\$0.00	
Miscellaneous Project Costs		\$0.00	
Subtotal	\$0.00	\$0.00	\$0.00
Less 5% Retainage (Construction Expenses - Deduct 5% from state share		\$0.00	\$0.00
Total		\$0.00	\$0.00

Grant Allocation Balance (Grant amount minus all State Share Totals)	\$123,456.78
Total Retainage to Date (Total of all retainage)	\$0.00

FOR MODOT USE ONLY \$ _____ Vendor Invoice No. WCIxx000xxx

I certify that to the best of my knowledge and belief that the data above are correct and that all outlays were made in accordance with the grant agreement and that payment is due and has not been previously requested.

Signature of Authorized Official

Date Request Submitted