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Job Special Provisions prevail over Standard Specifications or other contract provisions whenever they conflict.

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## JOB SPECIAL PROVISIONS

### A. GENERAL - STATE PREVAILING WAGE RATES

**1.0 Description.** The Federal Government is **not** participating in the cost of construction of this project.

**1.1** 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 current State Wage Rates can be found on the Missouri Department of Transportation (MoDOT) web page at www.modot.mo.gov under "Business With MoDOT" for the applicable bid opening. This supplemental bidding document has 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.

**State Wage Rates**

**1.2** The following documents are available on the Missouri Department of Transportation (MoDOT) web page at www.modot.mo.gov under "Business With MoDOT" at "Standards and Specifications". The effective version shall be determined by the bid opening date of the project. Typically, the effective version is the most recent version posted on the internet prior to the bid opening date.

**General Provisions & Supplemental Specifications**

These supplemental bidding documents contain current revisions to pertinent parts of the bound printed version and have important legal consequences. Copies of a pertinent portion of the Missouri Standard Specifications for Highway Construction, 2004, as revised, have been included in **Attachment B**. **Attachment B** includes the revised Standard Specifications for Secs 101 to 110 (governing MoDOT contracts generally), and Sec 202, which specifically governs the demolition and removal of structures. If a contractor needs to review other provisions of the Missouri Standard Specifications for Highway Construction, 2004, as revised, it

is the contractor's responsibility to download those from the Internet, or obtain them in another manner. It shall be conclusively presumed that **Attachment B** and any other portion of the Missouri Standard Specifications for Highway Construction, 2004, as revised, that may be needed by a bidding contractor, is in the bidder's possession; and these Standard Specifications have been reviewed and used by the bidder in the preparation of any bid submitted on this project, and in the performance of the contract work by the successful bidding contractor awarded this contract.

## B. PROJECT CONTACTS FOR CONTRACTOR/BIDDER QUESTIONS

**1.0 Project Engineer.** All questions concerning this project during the bidding process should be submitted to the project engineer listed below:

Rolla F. Rentz, P.E.
MoDOT District 3
1711 South Highway 61, P.O. Box 1067
Hannibal, MO 63401
Phone: 573-248-2461
E-mail: Rolla.Rentz@modot.mo.gov

**1.1 Bid Document Preparation.** All questions concerning bid document preparation may be directed to MoDOT District 3, attention Tanya Dauma, Phone Number (573) 248-2486; Fax Number (573) 248-2468.

## C. PROJECT CONTACT FOR DEMOLITION WASTE, REGULATED MATERIALS AND DEBRIS HANDLING

**1.1 Bidder-Contractor's Obligation to Know the Law.** It is the bidder and contractor's obligation to know and comply with the applicable state and federal laws and regulations, plus the contract terms, governing the removal, demolition, hauling and disposal of all materials found on the subject parcel(s), and all other contractual obligations.

**1.2 Demolition Waste and Debris Information.** However, if a bidder or the contractor has a specific question about a particular demolition waste or regulated material item, and how it must be handled, removed or demolished, hauled away, or disposed of, the bidder or contractor may contact:

Mr. Bill Wilder
Senior Environmental Specialist
MoDOT Design Environmental Unit
Office Phone: 573-526-2904
Cell Phone: 573-291-1638
Fax Number: 573-522-1973
E-mail: William.Wilder@modot.mo.gov

If he cannot be reached and an immediate response is needed, please call 573-526-4778 and ask to speak to any available Environmental Specialist.

**1.3 Hazardous Waste and Hazardous Substances.** To the knowledge of MoDOT and the Commission, there is no hazardous waste or hazardous substance on the Parcel(s) that would require special handling, hauling or disposal. However, that is no guarantee that such a hazardous waste or substance does not exist on the Parcel(s). If a bidder or the contractor encounters what is believed to be a hazardous waste or substance, cease any work in that area and immediately notify the Project Engineer and the MoDOT Environmental Specialist contacts named above. They will make arrangements to inspect and remove, or have the contractor remove, any confirmed hazardous waste or substance from the Parcel(s).

## D. DEMOLITION AND REMOVAL CONTRACT – GENERAL INFORMATION

**1.0 Description.** The subject parcel(s) are described, sketched and shown in **Attachment A** to this District 3 contract. **Attachment A** contains a substantial amount of information on the parcel(s), but it is no substitute for a complete physical and visual inspection of the parcel(s) prior to bidding on this work. The Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT) recommend that all prospective bidders fully inspect the parcel(s) prior to submitting a bid to perform this work. The parcels are available for inspection during daylight hours.

**2.0 Possession of Buildings.** All parcels are in the possession of MoDOT. A prospective bidder or contractor may enter the buildings and properties, at his or her own risk, with prior notice to the MoDOT engineer listed as the project contact in JSP B, above. Advance arrangements can be made for the MoDOT engineer to accompany prospective bidders on a pre-bid tour of the parcel(s). The successful contractor will be given a notice to proceed with the contract work when this demolition contract has been executed.

**3.0 Notice To Proceed.** The MHTC, through MoDOT District 3, will issue a notice to proceed with the contract work as soon as this contract has been fully executed and the necessary proof of insurance has been provided. The contractor must provide written notification of any and all subcontractors it will be using on the project to the engineer.

**4.0 Contract Completion Time.** All contract work shall be complete, and all demolition debris and trash hauled off site and properly disposed of in accordance with the contract documents, by the specified contract completion date. If the contract work is not complete and ready for final acceptance on the specified contract completion date, then liquidated damages in the amount specified on page 1 of this contract will be assessed for each calendar day, excluding Saturdays, Sundays and legal holidays, that the contract work is not complete. See Missouri Standard Specification Sec 108.8, and its subsections.

## E. ASBESTOS REMOVAL, HANDLING, HAULING AND DISPOSAL

**1.0 Asbestos Removal and Handling On Site.** All ACM removal and handling on site must be performed by a Missouri registered asbestos abatement contractor. If the bidder-contractor is not a Missouri registered asbestos abatement contractor, it will need to retain a subcontractor that is properly registered in this capacity, to perform all asbestos removal and handling on site.

However, the contractor is responsible for the actions of any subcontractor that performs this work. See Missouri Standard Specification Secs 107.12, 108.1 and its subsections.

**1.1** An asbestos survey was completed for each parcel. Since some Asbestos Containing Materials (ACM) were identified as being present, the contractor, or a properly accredited subcontractor, is required to remove them in accordance with Sec 202.40. Proper written notice must be provided to the Missouri Department of Natural Resources (MDNR) **both** in advance of the asbestos removal, **and** in advance of the demolition of the structure(s) that formerly contained asbestos, <u>even if all the ACM was removed prior to the demolition of a structure</u>. See **Attachment C,** containing Asbestos Inspection and Removal Information and MDNR notification forms for each parcel that contains ACM, which ACM must be removed prior to the demolition of the structures that contained ACM.

**1.2** The contractor, and its Missouri registered asbestos abatement subcontractor (if any), shall submit proof to the engineer that timely written notice on the correct form was submitted to MDNR in advance of the asbestos removal by the Missouri registered asbestos abatement contractor.

**1.3** The contractor shall submit proof to the engineer that timely written notice on the correct form was submitted to MDNR by the contractor in advance of the demolition of any structures that contain or formerly contained asbestos or ACM.

**1.4** The Missouri registered asbestos abatement contractor shall handle, remove, store and dispose of asbestos and ACM, whether friable or not, in accordance with federal and state law, regulations, MDNR guidelines (see **Attachment C**), Missouri Standards Specifications at Sec 202.40 and its subsections, and the other terms and conditions of this contract.

**1.5** The Commission and MoDOT do not warrant that the listing of asbestos or ACM on the **Attachment C** asbestos survey (or surveys) is comprehensive or complete; while reasonable efforts have been made to locate all ACM materials on site, there may be other ACM hidden in one or more of the buildings or structures to be demolished. The successful contractor and the registered asbestos abatement contractor understand that potential situation, and they will lawfully removal all ACM found on site, whether it appears in the asbestos survey(s) or not.

**2.0 Hauling Away or Trucking Asbestos or ACM.** The person who drives the truck containing asbestos or Asbestos Containing Materials (ACM) from the job site to a lawful disposal site must hold a Commercial Drivers' License with the appropriate endorsement for the haul truck size and Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR), and for the use of air brakes, if the vehicle is so equipped. No other license, certification or endorsement is required for the individual who drives the haul truck containing the asbestos or ACM.

**2.1 Haul Truck Marking and Equipment.** Asbestos and ACM are Class 9 materials that do not require placarding. The bulk container vehicle must be appropriately marked on all four sides with an orange and black rectangular marker, or an optional Class 9 placard, bearing ID No. 2212, designating that the vehicle contains asbestos. The bulk container truck bed should be lined with plastic and the Asbestos Containing Materials (ACM) double wrapped in plastic to prevent leakage, spilling or blowing of the ACM.

**2.2 Paperwork for Hauling Asbestos or ACM.** The truck hauling the asbestos or ACM to a lawful disposal site must carry a proper bill of lading or other shipping paper, identifying the

contents to be or to include asbestos or ACM, and showing where the materials are being hauled from and being hauled to. The MoDOT engineer must receive and retain a copy of that bill of lading or other shipping paperwork, as documentation of the lawful shipment of that ACM and asbestos.

**3.0 Disposal of Asbestos or ACM.** All removed asbestos or Asbestos Containing Materials (ACM) must be taken to an approved sanitary landfill, demolition landfill or transfer station that accepts asbestos containing waste. A receipt should be obtained from the landfill or transfer station, and a copy of that receipt should be retained for MoDOT documentation.

**4.0 All Costs Included in Contract Prices as Bid.** Any and all costs for removing, hauling, and disposing of asbestos, or Asbestos Containing Materials (ACM), from each parcel will be considered completely covered by the contract prices bid for the general demolition and removal work for that parcel, plus the price bid for removal and disposal of asbestos or ACM from each parcel.

## F. PLUGGING ABANDONED WELLS

**1.0 Plugging Wells and Removing Fixtures On Site.** All well plugging and the removal of well fixtures on site must be performed by a person holding a current Missouri well installation contractor permit or Missouri pump installation contractor permit. Each of those permits is issued by the Missouri Department of Natural Resources (MDNR). If the bidder-contractor does not hold such a current MDNR permit, it will need to retain a subcontractor that is properly permitted to perform all well plugging and related fixture removal on site. However, the contractor is responsible for the actions of any permitted subcontractor that performs this work. See Missouri Standard Specification Secs 107.12, 108.1 and its subsections.

**1.1 Permanent Well Plugging.** All wells located on a parcel(s) should be considered abandoned. They will require permanent plugging, in accordance with MDNR rule 10 CSR 23-3.110, and the guidelines and instructions contained in contract **Attachment D – Well Plugging, Removal and Abandonment.** All external fixtures of the well should be removed and disposed of with the other demolition debris. The site of each properly and permanently plugged well should be visibly marked or flagged by the permitted contractor doing the well plugging, to aid in future state highway construction work on site.

**1.2 Registering Plugged Wells.** Each plugged well must be properly registered by the permitted well-plugging contractor on a proper registration record form, submitted to the MDNR Division of Environmental Quality as described in the MDNR materials in **Attachment D – Well Plugging, Removal and Abandonment**, together with any fee currently required for registration of the plugged well**.** The registration information and fee shall be submitted in the name of the Missouri Highways and Transportation Commission, as the legal owner of the parcel. The original plugged well registration information received from MDNR shall be provided to the MoDOT engineer, for permanent safekeeping in MoDOT records.

**1.3 Number of Wells to be Plugged Permanently.** The documents in **Attachment A – Property Location, Sketches and Photographs**, indicate that there are at least **One (1)** well which must be permanently plugged and registered with MDNR on Parcel 30. The

Commission and MoDOT do not warrant that the listing above or depiction of the total number of wells on **Attachment A** is comprehensive or complete; there may be other wells located on a Parcel within this contract. There is also a septic tank on Parcel 6 that must be removed. The successful contractor and the permitted well-plugging contractor understand this potential for finding additional wells to be plugged, and they will lawfully and permanently plug and register all wells found on site, whether they are described or depicted in the contract documents and their attachments, or not.

**2.0 All Costs Included in Contract Prices as Bid.** Any and all costs for plugging all wells, including the materials needed to permanently close and plug those abandoned wells; plus registering the plugged wells, and hauling away any well debris as demolition debris on each parcel will be considered completely covered by the contract prices bid for the general demolition and removal work for that parcel, plus the price bid for plugging the wells from each parcel.

## G. LEAD-BASED PAINT

**1.0 Handling and Removal of Lead-Based Paint.** There is lead-based paint present in one or more of the structures on Parcel 6. In the amounts and locations present, it is not considered or to be handled as a hazardous waste, but as demolition waste. See **Attachment F – Lead-Based Paint and Heavy Metals,** and the Metals Survey Report that is contained therein.

**1.1 Do NOT Scrape, Sand or Remove the Lead-Based Paint.** In demolishing a building or structure that contains lead-based paint, do not scrape, sand, or remove that paint from the concrete, brick, block, drywall, wood or other construction materials where it is located. Demolish those structural materials with the paint in place, and send all of those demolition debris and materials to a demolition landfill, sanitary landfill or transfer station that accepts demolition debris having lead-based paint.

**1.2** The contractor shall handle, remove, store and dispose of demolition debris containing lead-based paint, in accordance with federal and state law, regulations, MDNR guidelines (see **Attachment F**), Missouri Standards Specifications at Sec 202 and its sections and subsections, and the other terms and conditions of this contract.

**1.3** The Commission and MoDOT do not warrant that the listing of lead-based paint sites on the **Attachment F** heavy metals survey (or surveys) is comprehensive or complete. While reasonable efforts have been made to locate all lead-based paint and heavy metals on site, there may be other lead-based paint or heavy metals hidden in one or more of the buildings or structures to be demolished. The successful contractor understand that potential situation, and they will lawfully removal all ACM found on site, whether it appears in the heavy metals survey(s) or not.

**2.0 Hauling Away or Trucking Lead-Based Paint on Demolition Debris.** The person who drives the truck containing lead-based paint on demolition debris from the job site to a lawful disposal site must hold a Commercial Drivers' License with the appropriate endorsement for the haul truck size and Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR), and for the use of air brakes, if the vehicle is so equipped. No other license,

certification or endorsement is required for the individual who drives the haul truck containing the lead-based paint on demolition debris.

**2.1 Haul Truck Marking and Equipment.** Lead-based paint on demolition debris is a Class 9 material that does not require placarding. The bulk container vehicle must be appropriately marked on all four sides with an orange and black rectangular marker, or an optional Class 9 placard, bearing ID No. 2291 or other appropriate ID number, designating that the vehicle contains lead-based paint. The bulk container truck bed should be lined with plastic and appropriately covered or enclosed to prevent leakage, spilling or blowing of the lead-based paint on demolition debris.

**2.2 Paperwork for Hauling Lead-Based Paint on Demolition Debris.** The truck hauling the lead-based paint on demolition debris to a lawful disposal site must carry a proper bill of lading or other shipping paper, identifying the contents to be or to include lead-based paint on demolition debris, and showing where the materials are being hauled from and being hauled to. The MoDOT engineer must receive and retain a copy of that bill of lading or other shipping paperwork, as documentation of the lawful shipment of that lead-based paint on demolition debris.

**3.0 Disposal of Lead-Based Paint on Demolition Debris.** All lead-based paint on demolition debris must be taken to an approved sanitary landfill, demolition landfill or transfer station that accepts asbestos containing waste. A receipt should be obtained from the landfill or transfer station, and a copy of that receipt should be retained for MoDOT documentation.

**4.0 All Costs Included in Contract Prices as Bid.** Any and all costs for removing, hauling, and disposing of lead-based paint on demolition debris from each parcel will be considered completely covered by the contract prices bid for the general demolition and removal work for that parcel.

**4.1 Other Lead or Heavy Metals.** No other lead or heavy metals are known or likely to be found on the subject parcel(s). If other quantities of lead or heavy metals (other than lead-based paint on demolition debris) are found on a parcel, contact MoDOT's engineer and Environmental Specialist immediately, and do not handle or work on that heavy metal waste. Special arrangements will be made to remove that regulated heavy metal from the parcel.

## H. General Demolition and Demolition Debris.

**1.0 Handling and Removal of Structures, Demolition Debris and Other Trash.** The contractor will handle, removal, haul off and dispose of all structures, demolition debris, trash and other man-made objects found on the parcel(s), in accordance with general federal and state law and regulations, MDNR guidelines, the information given in **Attachment A,** the general demolition data provided in **Attachment E – Structural Demolition Information,** Missouri Standards Specifications at Sec 202 and its sections and subsections, and the other terms and conditions of this contract.

**1.1** The Commission and MoDOT do not warrant that the listing or depiction of man-made materials in **Attachment A** is comprehensive or complete. While reasonable efforts have been made to locate all man-made materials on site to be disposed of, there may be other man-made

materials hidden on one or more of the parcel(s). The successful contractor understands that potential situation, and will lawfully removal all man-made materials found on site, whether they are specifically shown or described in the contract documents or not. The contractor will also handle all such man-made materials, such as waste tires, in accordance with state and federal law and regulations, in processing that trash and debris for hauling and disposal.

**2.0 Hauling Away Trash and Demolition Debris.** The person who drives the truck containing general trash and demolition debris from the job site to a lawful disposal site must hold a Commercial Drivers' License with the appropriate endorsement for the haul truck size and Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR), and for the use of air brakes, if the vehicle is so equipped. No other license, certification or endorsement is required for the individual who drives the haul truck containing the lead-based paint on demolition debris.

**2.1 Haul Truck Marking and Equipment.** General trash and demolition debris is an unregulated waste material that does not require vehicle placarding or marking. The bulk container truck bed should be appropriately covered or enclosed to prevent leakage, spilling or blowing of the trash or demolition debris.

**2.2 Paperwork for Hauling Trash or Demolition Debris.** The truck hauling the trash and demolition debris to a lawful disposal site must carry a proper bill of lading or other shipping paper, identifying the contents to be or to include general trash and demolition debris, and showing where the materials are being hauled from and being hauled to. The MoDOT engineer must receive and retain a copy of that bill of lading or other shipping paperwork, as documentation of the lawful shipment of that trash and demolition debris.

**3.0 Disposal of Trash and Demolition Debris.** All trash and demolition debris must be taken to an approved sanitary landfill, demolition landfill or transfer station that accepts such waste. A receipt should be obtained from the landfill or transfer station, and a copy of that receipt should be retained for MoDOT documentation.

**4.0 All Costs Included in Contract Prices as Bid.** Any and all costs for removing, hauling, the process and disposing of trash and demolition debris from each parcel will be considered completely covered by the contract prices bid for the demolition and removal work for each parcel.

## I. FILLING OR BACKFILLING HOLES; PLACING EROSION CONTROL DEVICES.

**1.0 Filling Holes – Eliminating Dangerous Conditions.** The contractor shall fill in all holes, and backfill any gaps, openings or holes in the ground, sufficient to eliminate any potential dangerous conditions existing on the parcel(s) during and after the demolition work and removal of man-made materials is completed. All work shall be done with clean soil and fill from the parcels themselves, or from another source of clean fill off site. None of the structures, brick, concrete, block, trash or other demolition debris on or from the parcel(s) may be used as fill on this site.

**2.0 Placing Erosion Control Devices on Parcel(s).** To the extent necessary, if at all, the contractor shall comply with federal and state laws and regulations governing and requiring the elimination of stormwater runoff from the subject parcel(s) onto adjacent properties or into the

waters of Missouri or the United States. The contractor shall place erosion control devices as and if necessary, to eliminate any such stormwater runoff from the subject parcel(s) onto adjacent properties or into the waters of Missouri or the United States.

**3.0 All Costs Included in Contract Prices as Bid.** Any and all costs for filling or backfilling holes, gaps, or openings on each parcel, and for placing erosion control devices to eliminate stormwater runoff from the subject parcel(s), including any cost of materials to perform these contract tasks, will be considered completely covered by the contract prices bid as a lump sum for leveling and backfilling holes and gaps, plus placing erosion control devices to prevent stormwater runoff, for each parcel.

## J. SEEDING AND MULCHING

**1.0 Seeding.** The following seed mixture shall be applied at the rate specified to all contract parcel areas having bare or disturbed soil, in accordance with the provisions of Missouri Standard Specifications Sec. 805, Seeding.

**Cool Season Mixture**

| | |
|---|---|
| Tall fescue | 80 lbs. /acre |
| Annual ryegrass | 20 lbs. /acre |
| **TOTAL** | **100 lbs. /acre** |

**2.0 Mulching.** Vegetative Mulch embedded in the soil with mulch overspray shall be applied to all seeded areas within 24 hours following the seeding operation, in accordance with the provisions of Missouri Standard Specifications Sec. 802, Mulching.

**3.0 Basis of payment.** All work performed per this special provision, and the cost of seed, mulch, mulch overspray, other materials, equipment and preparation, shall be paid at the contract price for seeding and mulching each parcel.

## K. UTILITIES

**1.0** The following is a list of names, addresses, and telephone numbers of the known utility companies in the area of this demolition work:

BP Pipelines (North America) Inc., 28100 Torch Parkway, MC6S - 686J, Warrenville, IL 60555
Marcie Foster - 630-836-3461, Fax: 630-836-3585

BP Pipelines (North America) Inc., 28100 Torch Parkway, MC6S-690J, Warrenville, IL 60555
David Sommerfeld - 630-836-3458, fax: 630-836-3585

BP Pipeline, 800 S. 6th Street, Wood River, Il 62095
Vaughn Mathews – 618-254-8422, cell: 618-593-8962

CenturyTel, 625 Cherry St., Columbia, MO 65201
Don Wilson – 573-886-3500, Boz Lanning – 573-886-3527

City of Monroe City, PO Box 67, Monroe City, MO 63466-0067
Jim Burns, P.E. – 573-735-4585, Terry Osborn – 573-735-2488

Clarence Cannon Wholesale Water Commission, 34146 Route U, Stoutsville, MO 65283
Elizabeth Grove – 573-672-3221, Fax: 573-672-3238, Bill Arnett – 573-473-4077

Missouri Rural Electric Coop, P.O. Box 111, 975 W. Ross,Palmyra, MO 63461
Richard Donelson or Robert Pyse – 573-769-2104, Fax: 573-769-4399

Northeast Missouri Electric Power Cooperative, PO Box 191, Palmyra, MO 63461
Bob Schreiner or David Baxter - 573-769-2107, Fax: 573-769-4358

PWSD #1 Marion Co., P.O. Box 95, Philadelphia, MO 63463
David Carroll - 573-439-5548

PWSD #1 Shelby Co., PO Box 259, 3781 Highway 15, Shelbyville, MO 63469
Tony Stiefel – 573-633-2242, cell: 660-651-2779

US Cable, P.O. Box 209, Paris, MO 65275
Dan Kennedy – 660-327-4015, Fax: 660-327-4892

**1.1** The Commission does not warrant that the above listing or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any demolition work.

**1.2** The contractor shall be responsible for the location of existing utilities and verifying that all utility service has been disconnected prior to commencement of demolition operations. The contractor shall also be responsible for any costs for utility protection measures or adjustments necessary to complete the demolition and shall coordinate with all utilities to determine if such measures or adjustments are required. MoDOT is not monetarily responsible for delays caused by utilities, other than allowing additional completion time for the contract.

**2.0** MHTC-MoDOT is not a member of Missouri One Call (800 Dig Rite). It is, therefore, the responsibility of the contractor to verify the above listed information indicating existence, location and status of any relocation. Such verification includes direct contact with the listed utilities.

## GENERAL TERMS AND CONDITIONS

### General Performance

a. This work is to be preformed under the general supervision and direction of the Missouri Department of Transportation (MoDOT). The Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Nondiscrimination

a. The Contractor shall comply with all state and federal statues applicable to the Contractor relating to nondiscrimination; including but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq*.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)

Contract

a. By submitting a bid, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, and amendments thereto, (2) the Contractor's bid and (3) the MHTC's acceptance of the bid by contract.

c. A notice of award does not constitute a directive to proceed with services. Before providing services, the Contractor must receive a properly authorized notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC. The Contractor expressly and explicitly understands and agrees that no other method and no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded.

Invoicing and Payment

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

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

c. Unless otherwise provided for in the solicitation documents, payment for all contract services required herein shall be made in the arrears. This Missouri Highway and Transportation Commission (MHTC) shall not make any advance deposits.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

   1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri

c. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC or any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC.

Cancellation of Contract

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

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, as its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inspection and Acceptance

a. No contractual services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect the contract work.

b. All contract services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all contract services which are discovered to be defective or which do not conform to any contract term or requirement may be rejected.

c. The MHTC's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

a. The Contractor expressly warrants that all contractual services provide shall: (1) conform to each and every contract term or specification, (2) be fit and sufficient for the purpose expressed in the contract documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive final acceptance and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said services.

Status of Independent Contractor

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

Indemnification

a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.

b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

## SPECIAL TERMS AND CONDITIONS

Insurance

a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:

1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.

2) Public Liability (includes property damage and personal injury):

i. Not less than $400,00 for any one person in a single accident or occurrence.

ii. Not less than $2,500,000 for all claims arising out of a single occurrence.

3) Special hazard Insurance: As required.

4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue- Credit State Road Fund for an amount equal to Five percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue- Credit State Road Fund" in an amount equal to One Hundred (100%) the contract price.

b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

c. Certified Checks, Cashier's Check or Bank Money Order of unsuccessful bidders will be returned as soon as the contract is executed. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

a. The Contractor shall provide all information and reports required by this contract, federal and state laws and regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation to be pertinent to ascertain compliance with such legal and contract requirements. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

a. If the bid is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the

following county(ies): Marion. The Annual Wage Order #13 may be inspected at any District Office or at the Central Office in Jefferson City, Missouri.

b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

a. Award of this contract will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

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

Notice to Proceed

a. Within 10 days after the execution of the contract, a "Notice to Proceed" will be issued by the Department, which will specify the date or dates the Contractor can start the contract work.

Default of Contract (in accordance with Sec 108.10 of the Standard Specifications)

a. After notice and an opportunity to remedy, the engineer may declare the contractor in default, if the contractor:

- Fails to begin the work under the contract within the time specified to begin work.
- Fails to perform the work with sufficient resources to assure the timely completion of the work.
- Fails to perform the work in accordance with the contract requirement, or neglects or refuses to remove and replace rejected material or unacceptable work.
- Discontinues the prosecution of the work.

- Fails to resume work that has been discontinued within a reasonable time after notice to do so.

- Becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency, allows any final judgment to remain unsatisfied or makes an assignment for the benefit of creditors.

- Fails to comply with contract requirements regarding prevailing wage payments, DBE or EEO requirements.

- Is a party to fraud.

b. The engineer will give notice in writing to the contractor and surety of the condition described in Sec 108.10 of the Missouri Standard Specifications, and advise the contractor and surety of the actions required for remedy. If the contractor does not proceed to remedy the condition within ten days of receipt of this notice, the engineer may declare the contractor in default. The declaration of default will be made in writing to the contractor and the surety.

c. If within ten days after receipt of the declaration of default, the surety does not proceed to assume the contract for completion under the direction of the engineer, the Commission has full power and authority, without impairing the obligation of the contract or the bond:

- To take over the completion of the work.

- To appropriate or use any or all project material and equipment that is suitable and acceptable.

- To enter into agreements with others.

- To use such other methods as in its judgment may be required for the completion of the contract in an acceptable manner

d. **Liability for Costs.** The contractor and surety shall be liable for all costs and expenses incurred in completing the work, and for all liquidated damages in conformity with the contract. The contractor and surety are obligated to comply with all change orders and directives of the engineer to the same extent, and for the same compensation, if any, as the contractor would have been in the absence of default. In case the sum of such liquidated damages and the expense so incurred is less than the sum that would be payable under the contract if the work had been completed by the contractor, the contractor or surety would be entitled to receive the difference. If the sum of such expense and such liquidated damages exceeds the sum that would have been payable under the contract, the contractor and surety will be liable and shall pay the amount of such excess. This provision will apply regardless of whether the surety or the Commission completes the contract work. The contractor and surety will solely be liable for the costs and expenses of a completing contractor, laborers and suppliers with which either has contracted.

e. If it is determined after termination of the contractor's right to proceed that the contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Commission under Sec 108.11 of the Missouri Standard Specifications. Sums to which a contractor may be entitled as a result of the contract termination will be limited to amounts determined under Sec 108.11 of the Missouri Standard Specifications.

f. **Sureties' Continued Acceptability.** A surety failing to proceed within ten days after the written declaration of default by the engineer under Sec 108.10 of the Missouri Standard Specifications may be required to show cause to the Commission why the surety should continue to be accepted for future bonds.