



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

REQUEST FOR QUOTATION

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

| | | |
|--|--|--|
| TODAY'S DATE: NOVEMBER 18, 2008 | DUE BY (DATE AND TIME): DECEMBER 2, 2008 1:00 PM CST | F.O.B. REQUIREMENTS: DESTINATION |
| TO BE DELIVERED/COMPLETED NO LATER THAN: 60 DAYS FROM NOTICE TO PROCEED | QUOTATION: <p align="center">D5-09-015Q</p> THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. | BUYER NAME: COREY DUEMMEL PHONE NUMBER: 573-526-6956 FAX NUMBER: 573-526-6796 |
| District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102 | | Delivery Locations: Linn Maintenance and Storage Buildings 1201 East Main Linn, MO 65051 |

ALL QUOTES MUST BE EXTENDED AND TOTALED

| |
|--|
| <p>1.0 SCOPE OF WORK</p> <p>1.1 Remove all existing roofing materials, including vent turbines from Maintenance building and Office addition. Remove a quantity of two (2) brick chimney to just below roof-line. Block all openings flush with roof slope. Existing shingles and materials shall be discarded in an approved landfill. All costs associated with the landfill process are the responsibility of the contractor.</p> <p>1.2 Replace with new drip edge, 30 lb (#) roofing felt paper or equal (i.e. Titanium Roofing Under-layment) and metal roofing; as well as any additional requirements that might become apparent. (e.g. damaged ply board).</p> <p>2.0 REQUIREMENTS</p> <p>2.1 The surface area of the existing and replacement roof for our building is:</p> <p>BUILDING #1: LINN MAINTENANCE BUILDING</p> <p>2.1.1 Approximately 2,888 sq feet for the Maintenance Bldg.</p> <p>2.1.2 Approximately 228 linear feet of drip edge.</p> <p>2.1.3 Install 76 linear feet of low profile vented ridge cap. (Remove roof decking at ridge as required for proper ventilation. Ridge-cap must be sealed with proper installation as recommended by manufacturer to prevent against leaks and other elements.)</p> <p>2.1.4 Install approximately 304 linear feet of snow rail (Two (2) lines each side of Maintenance Bldg; first line 10 ft below ridge and a second line two (2) feet above eave.)</p> <p>2.1.5 Install 76 linear feet of gable trim.</p> <p>2.1.6 Contractor is responsible for verification of all dimensions and the sizes of roof penetrations.</p> <p>BUILDING #2: LINN STORAGE BUILDING</p> <p>2.1.7 Approximately 3,108 sq feet for the Storage Bldg.</p> <p>2.1.8 Approximately 232 linear feet of drip edge.</p> <p>2.1.9 Install 74 linear feet of low profile vented ridge cap. (Remove roof decking at ridge as required for proper ventilation. Ridge-cap must be sealed with proper installation as recommended by manufacturer to prevent against leaks and other elements.)</p> <p>2.1.10 Install approximately 296 linear feet of snow rail (Two (2) lines each side of Maintenance Bldg; first line 10 ft below ridge and a second line two (2) feet above eave.)</p> <p>2.1.11 Install 84 linear feet of gable trim.</p> <p>2.1.12 Contractor is responsible for verification of all dimensions and the sizes of roof penetration</p> |
|--|

2.2 Roofing metal and felt paper will only be accepted in unopened manufacturer labeled bundles, or rolls. Materials must be stored in a dry location as to avoid damage from weather while not in use.

- 2.2.1 Install Ribbed Metal Roof panels with neoprene gasket screws, same manufacturing color as panels.
- 2.2.2 Install low profile vented ridge cap.
- 2.2.3 Install snow rail.
- 2.2.4 Install gable trim.

2.3 Labor to remove and discard existing roof, felt paper and drip edge down to the ply wood sheathing. Labor to install felt paper and metal roof. All material to be supplied by the contractor.

- 2.3.1 Linn Maintenance Building: Two (2) layer of shingles
- 2.3.2 Linn Storage Building: Two (2) layers of shingles

2.4 Install new flashing to all plumbing stacks, walls, protrusions and breaks as necessary.

2.5 The contractor must replace any rotted sheathing with the same size and thickness of the existing sheathing. Pricing will be established on a per sheet basis. The Area Superintendent and the Construction Manager will determine the number of sheets that need to be replaced prior to the commencement of the new roof. Sheathing clips must be used between sheets between framing members is sheets are required. Any additional services of this nature will only be done upon approval of the superintendent as well, prior to any work being done.

2.6 Weather Conditions: Proceed with roof work only when weather conditions are in compliance with manufacture's recommendations and when substrate is completely dry.

2.7 Work site must be maintained in an organized an orderly fashion during work and at the end of every day.

2.8 Contractor is responsible for supplying their own tools and equipment. The use of the Missouri Department of Transportation equipment is prohibited.

2.9 Contractor is responsible for complete and functional roofing system.

3.0 INSTALLATION

3.1 Place eave drip edge and gable edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 8 inches on center.

3.2 All bed flanges must be placed in a thick coat of bituminous roofing cement where required for waterproof performance. All flashing must be formed to protect roofing material from physical damage and shed water. Must be laid square and accurate to profile and free from defects. Hem exposed edges of flashings minimum of ¼ inch on underside.

3.3 Install roofing metal in accordance with manufacturer's instructions.

3.4 Place metal roofing in straight coursing.

4.0 MATERIALS

4.1 29 gauge Ribbed Metal roofing and color matching screws with neoprene gaskets.

4.2 Fasteners and Anchors: Hot dipped galvanized steel for humidity and treated wood locations, unfinished steel elsewhere.

4.3 Plywood Roof Sheathing: APA Rated Sheathing Structural I Exposure, Durability 1 un-sanded; ½" thick, 48 x 96 inch sized sheets with square edges, unless existing sheathing is different.

4.4 **30 lb, non-perforated asphalt felt paper** required meeting ASTM D226 as recommended for use in waterproofing and construction of built-up roofs, and or equivalent.

4.5 Sheet Flashings: ASTM A361/A361M; 24 gauge thick steel with minimum 1.25-oz/sq ft galvanized coating.

4.6 All material will need submittals for prior acceptance.

5.0 SUBMITTALS

5.1 Awarded bidder must submit samples of color, finish and aesthetic of various roofing metal colors prior to ordering (Color to be determined.) indicating color range and finish texture/pattern for color selection.

5.2 Provide data on metal types, finishes and characteristics.

5.3 Submit two (2) samples, 12" x 12" inches in size illustrating metal roofing mounted on plywood backing, illustrating typical seams, external corner and valley material, finish and color.

6.0 AWARD OF CONTRACT

6.1 Award of this bid/quote/proposal will be made on the 'Lowest and Best' principle of award. All other line Items will be determined on an as need basis according to the approval from the Buildings and Grounds Manager before work is to proceed.

6.2 Awarded bidder must be compliant with House Bill 600 and be in 'Good Standing' with the Secretary of State's office. If bidder is not in compliance, they will be given a short amount of time to be qualified.

6.3 Awarded bidder will be required to fill out necessary closeout, payroll and other forms.

7.0 INSPECTION AND ACCEPTANCE

7.1 Final inspection and approval will be made by the Building and Grounds Manager prior to final payment.

7.2 Final Cleaning: Clean debris from roofs, gutters, downspouts and drainage systems. Clean site, sweep paved areas and rake clean landscaped surfaces free from foreign objects, such as nails, etc that could harm the department's equipments. Contractor must remove waste and surplus materials, rubbish and construction facilities from site.

8.0 WARRANTIES

8.1 Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.

8.2 Installing contractor shall certify that sheet metal work has been installer per National Sheet Metal System's printed details and specifications. Manufacturer warrants sheet metal fabrications are warranted to be free of defects in material and workmanship for a period of five (5) years from date of shipment.

8.3 Provide manufacturer's Twenty (20) year finish warranty for standard coil-coated Kynar 500 colors against peeling, chalking, fading, checking and crazing, commencing upon date of final completion.

8.4 No other warranties either expressed or implied are acceptable unless so stated in writing.

8.5 Submit prior to final Application for Payment.

9.0 PROTECTION

9.1 Protect installed products until completion of project.

9.2 Maintain pre-finished surfaces in undamaged condition until date of final completion. Repair or replace damaged components, any touch-up to be indistinguishable from undamaged surface/finish.

9.3 Upon completion of work, a final inspection by the owner's representative shall be made. Any necessary corrective actions will be noted and the installing contractor shall make corrections within five (5) working days. Upon acceptance of the project, any applicable warranties shall be presented to the owner's representative.

10.0 CONTACTS/ADDRESSES

10.1 Facilities Manager: Paul Loftin (573) 751-7850 / (573) 644-3839

**Linn Maintenance and Storage Buildings
1201 East Main (Rt. 50, 0.3 Mile West Rte 89)
Linn, MO 65051**

Additional Bid Requirements

- Awarded bidder **MUST** carry Liability Insurance in the amount equal to or greater than \$1 million as listed in the Terms and Conditions. General Liability Insurance form will need to be provided to awarded bidder.
- Prevailing Wage **must** be adhered to following.
- All forms must be signed.

Additional Notes

Prior to issuance of 'Notice to Proceed,' awarded bidder **MUST**:

Be in good standing with the Secretary of State's Office to have their bids considered. Also, all Vendors must also be compliant with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. A letter of "No Taxes Due" with the Department of Revenue is required.

If MoDOT is unable to verify the awarded must call the numbers below and provide the documents to me by the end of the fifth day from issuance of the bid tabulation.

The Secretary of State's phone number is (573) 751-4936; Department of Revenue number is (573) 751-9268.

All bids (quotes) may be faxed back to (573) 526-6796 or dropped off at the District 5 office, no later December 2, 2008, 1:00 pm CST. All quotes dropped off need to be marked **D5-09-014Q**.

*****All bidders will be responsible for checking the bidding website for any addendum to this bid.*****

VENDOR NAME:

VENDOR NOTES:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

| | | | | | | | | | | |
|--|---|--------------------------------------|-----|----|-----------------------------------|-----|----|--|-----|----|
| Vendor Name/Mailing Address: | Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: | | | | | | | | | |
| Printed Name and Title of Responsible Officer or Employee: | Signature: | | | | | | | | | |
| Is your company registered/certified with the State of Missouri as a (please circle): <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">Would your company like information on becoming a registered/certified MBE/WBE vendor?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | | MINORITY BUSINESS ENTERPRISE (MBE) ? | YES | NO | WOMEN BUSINESS ENTERPRISE (WBE) ? | YES | NO | Would your company like information on becoming a registered/certified MBE/WBE vendor? | YES | NO |
| MINORITY BUSINESS ENTERPRISE (MBE) ? | YES | NO | | | | | | | | |
| WOMEN BUSINESS ENTERPRISE (WBE) ? | YES | NO | | | | | | | | |
| Would your company like information on becoming a registered/certified MBE/WBE vendor? | YES | NO | | | | | | | | |

All responses to this Request for Quote MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

BID PRICING PAGE

Linn Maintenance Facility

Building Cost: \$ _____

Linn Storage Facility

Building Cost: \$ _____

Total Project Cost: \$ _____

Award will be made on Total Project Cost, Options pricing is not included.

Option Pricing

1) Per sheet price to replace plywood roof sheathing. \$ _____

SUBCONTRACTOR LISTING

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work:

Subcontractor name and address:

| | |
|-------|-------|
| _____ | _____ |
| | _____ |
| | _____ |
| _____ | _____ |
| | _____ |
| | _____ |
| _____ | _____ |
| | _____ |
| | _____ |
| _____ | _____ |
| | _____ |
| | _____ |

USE ADDITIONAL SHEETS
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

by _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

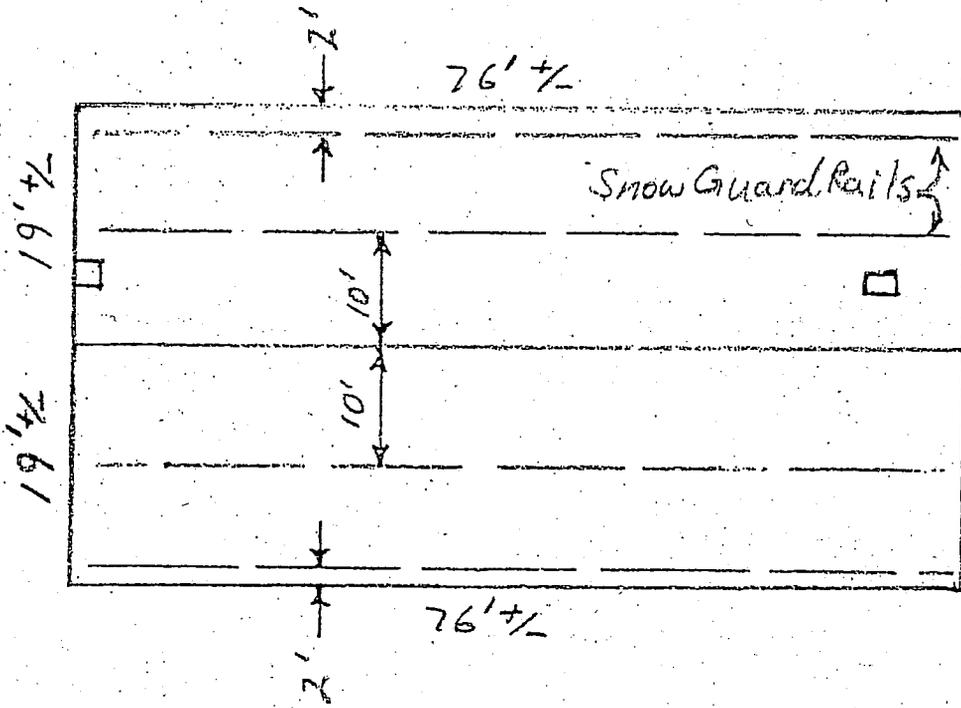
CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

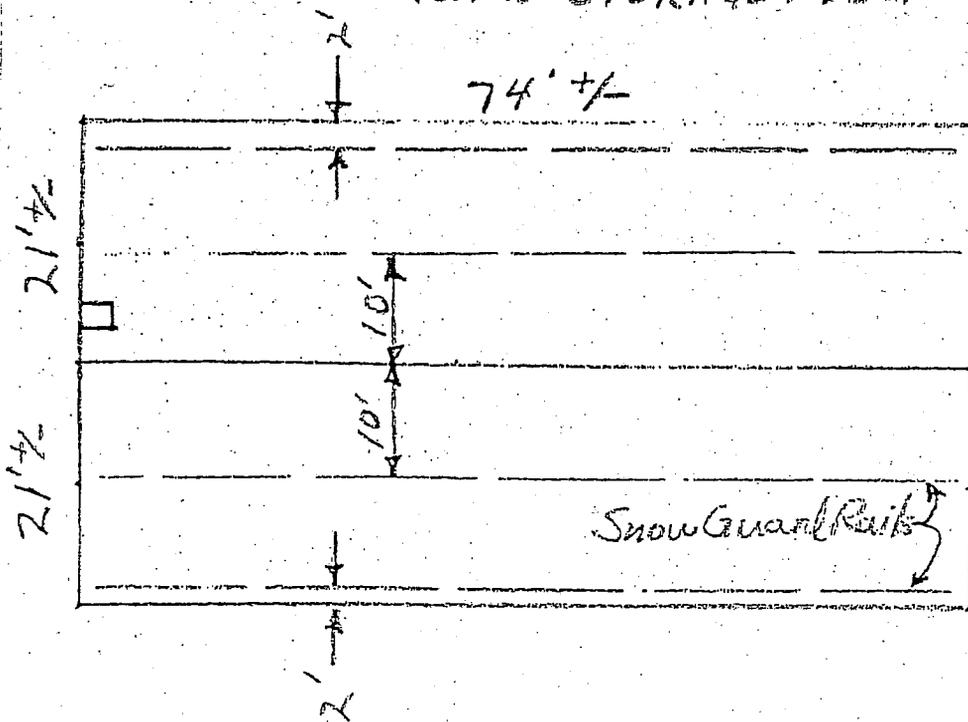
Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

LINN MAINT. BLDG.



LINN STORAGE BLDG.



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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, 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.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, 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, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or 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, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or 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

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

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A 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 equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, 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.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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

2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

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 of 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. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. 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, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 become 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, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or 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 Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and 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 \$400,000 for any one person in a single accident or occurrence.**
 - ii. **Not less than \$1,000,000 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 listed MoDOT Specifications and any other provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the 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 or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. 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, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal 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): **OSAGE**. The Annual Wage Order **#15** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- 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 bid/quote/proposal 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 acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.
- b. No work will be done on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

| | |
|--------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |

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

| | |
|-----------------------------|-------------------|
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |

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

Temporary Suspension of Work

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

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.