



*If you have any questions, please contact:*

Procurement Entity **State of Missouri**  
Buyer **LOGAN WILBERS**  
Location  
Phone  
Fax  
E-mail **Logan.Wilbers@modot.mo.gov**



## State of Missouri

### Missouri Department of Transportation



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Responses are preferred to be submitted electronically via MissouriBUYS, powered by MOVERS.

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#### **ATTENTION:**

1. After reviewing the solicitation, the vendor must complete and return **all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the solicitation's Supplier Response Exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications.
3. The supplier must be registered in MissouriBUYS (Powered by MOVERS) **to be considered for contract award**.

#### **INSTRUCTIONS:**

1. From the Table of Contents on the left-hand side of this screen, navigate to the Contract Terms section and click the Download Contract button to review the solicitation terms in its entirety.
2. Navigate to the Lines and Requirements sections to review and download any available attachments.
3. Click Create Response to enter your response.



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# 1 Overview

## 1.1 General Information

Title **FY26 SW Republic Storage Bay Building Project**  
 Synopsis **MoDOT seeks a qualified vendor to construct a 50' deep x 24' wide structure with 2 x 8 exterior perimeter wood stud walls on concrete foundation and footings. Includes 8" concrete floor slab, wood trusses, 26-gauge exterior metal wall panels and roof panels, plywood ceiling panels and interior liner panels, insulation, plumbing, electrical, and incidental site work. Contractors are highly encouraged to review the plans in detail. It is required you contract the buyer of record via email at logan.wilbers@modot.mo.gov five (5) business days before bid closing if you intend to submit a hard copy bid. Site Visit attendance is required for bids to be accepted.**

Buyer **LOGAN WILBERS** Outcome **Blanket Purchase Agreement**

E-Mail **Logan.Wilbers@modot.mo.gov**

## 1.2 Schedule

Close Date **10/21/2025 2:00 PM** Open Date **10/01/2025 10:00 AM**  
 Time Zone **Central Time**

## 1.3 Additional Information

Pre-Bid/Pre-Proposal Conference Date and Time **00+00:00**  
 Pre-Bid/Pre-Proposal Conference Location  
 Tour Date and Time **00+00:00**  
 Tour Location  
 Tour Contact Name  
 Tour Contact Phone #  
 Tour Contact Email

## 1.4 Solicitation Controls

Response Visibility **Sealed**

## Lines Settings

Rank Indicator **No indicator displayed**  
 Ranking Method **Multiattribute scoring**

## 1.5 Terms

Agreement Start Date	Agreement End Date
Agreement Amount (USD)	Minimum Release Amount (USD)
Payment Terms <b>Net 45</b>	Freight Terms <b>FOB</b>
Shipping Method	
Solicitation Currency <b>USD (US Dollar)</b>	Price Precision <b>2</b>



**1.6 Attachments**

File Name or URL	Type	Description
AWO 32_WO039.pdf	File	
section 01300 and 01700.pdf	File	
Republic Storage Bay MainSpec.	File	
Republic Storage Bay.pdf	File	



## 2 Requirements

*\*Response is required*

### **M/WBE Participation**

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE.

### **SDV/E Preference**

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. A Service- Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

### **DocuSign Information**

MoDOT utilizes DocuSign as the method to secure electronic signatures for all contract agreements.

### **Documents Required to be Completed by Suppliers**

Specific exhibits, affidavits and various documents will be attached that require completion in order for bid response to be considered for award.

#### **2.1 Section 1. M/WBE Participation**

- \*1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.

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#### **2.2 Section 2. SDV/E Preference**

- \*1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.

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#### **2.3 Section 3. DocuSign Information**

- \*1. Provide the name, e-mail address, and cell phone number of the person(s) authorized to sign an agreement resulting from this solicitation.



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**2.4 Section 4. Required Completed Documents**

- \*1. 1. The following required information should be submitted as an attachment to the submitted bid. The forms, if not attached, must be provided upon contract award.
- 2. Completed and signed forms:
  - a. Exhibit A - Annual Worker Eligibility Verification Affidavit
  - b. Exhibit B - Affidavit of Lawful Presence for Sole-Proprietorship or Partnership
  - c. Exhibit M - Anti-Discrimination Against Isreal Act
  - d. Bid Form
- 3. Vendors should provide a copy of their Certificate of Insurance.

Attachments:

File Name or URL	Type	Description
Affidavits - Exhibit A and B.p	File	
Exhibit M - Antidiscrimination	File	
Bid Form.pdf	File	

*Response attachments are required.*

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### 3 Lines

#### 3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-FY26 SW Republic Storage Bay Building Project		LUM P SUM			

#### 3.2 Line Details

##### 3.2.1 Line 1 FY26 SW Republic Storage Bay Building Project

*To provide an alternate line, see appendix.*

Category Name **72000000 -  
BUILDING AND  
FACILITY  
CONSTRUCTION  
AND  
MAINTENANCE  
SERVICES**

Item  
Allow Alternate Lines **Yes**  
Target Minimum Release  
Amount (USD)  
Start Price (USD)

Revision  
Alternate Line Provided Yes No



## 4 Appendix: Alternate Lines

### 4.1 Instructions for Alternate Lines

Alternate lines are allowed for some solicitation lines. For these lines, you can propose one or more alternatives by entering information for each alternate line in the format given below. Print and insert multiple copies as per your requirement.

### 4.2 Alternate Lines Template

<p>Solicitation Line <i>(Number and description of the solicitation line for which you have an alternative)</i></p>	<p>Example: 1-xxxxxx where xxxxxx is the line description of first solicitation line.</p>
<p>Alternate Line Number <i>(Enter only numbers in sequence starting with 1 for every alternate line)</i></p>	
<p>Alternate Line Description</p>	
<p>Response Price <i>(For a solicitation line with cost factors, enter your line price in the cost factors table)</i></p>	
<p>Response Minimum Release Amount</p>	
<p>Note to Buyer</p>	

## 5 Contract Terms



**Contract Terms and Conditions**

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## **VENDOR RESPONSIBILITY**

The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

The State of Missouri's Privacy Policy can be accessed [here](#).

## **VENDOR'S INSTRUCTIONS**

### **Submission of Proposals**

Vendors should complete and attach all applicable exhibits.

## **MODOT SECTION NUMBERING**

### **Section Numbering**

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

## **SOLICITATION REQUIREMENTS**

### **Instructions for Submitting a Response**

The Missouri Department of Transportation advertises all bid solicitation documents on the MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system. To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Supplier Register" button at the top of the page, and completing the Vendor Registration.

### **IMPORTANT NOTICE TO ALL VENDORS:**

The Missouri Department of Transportation prefers receipt of all bid responses as electronic submissions. Hard copy submissions may be permitted based on the circumstances and content of the relevant solicitation with the approval of the buyer five (5) business days prior to the solicitation close date.

The solicitation as it appears digitally on the MissouriBUYS website is the official document of record. It is incumbent on the Vendor to inspect and ensure any downloaded or printed version of the solicitation contains all information, terms and conditions contained in the solicitation as it appears digitally on the MissouriBUYS website. In the event of any dispute regarding the contents of the solicitation, the solicitation as it appears digitally on the MissouriBUYS website shall take precedence and priority over any other downloaded or printed version of the solicitation.



## 1. MoDOT STANDARD SOLICITATION PROVISIONS

### 1.1. Solicitation Authority

The solicitation for the procurement of services referenced therein, is being issued under, and governed by, the provisions of Title 7 Missouri Department of Transportation, Division 10 Missouri Highways and Transportation Commission, Chapter 11 Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC/Commission), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Offeror's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of proposals and the award of the contract pursuant to this solicitation.

### 1.2. Bids / Quotes to be Submitted by Officer or Employee

All bids/quotes must be submitted by an authorized representative of the firm. Obligations assumed by such submission must be fulfilled.

### 1.3. MHTC Rights Reserved

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

### 1.4. Personal Privacy Protection Act Notification

MHTC and MoDOT comply with all provisions in the Personal Privacy Protection Act found in section 105.1500, RSMo, and follow practices to keep confidential and sensitive information secure. Bidders acknowledge that submission of information is voluntary and that MHTC is not asking or requiring the submission of "personal information" as defined in the act. By submitting a bid, Bidders and Contractors agree to not to bring a suit against MHTC, or any employees, under section 105.1500, RSMo.

## 2. MoDOT IFB GENERAL TERMS AND CONDITIONS

### 2.1. Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

1. **Addendum** means a written official modification to an IFB.
2. **Amendment** means a written official modification to a contract.
3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
4. **Bid end date** and time and similar expressions mean the exact deadline required by the IFB for the receipt of bids.
5. **Contract** means the resulting agreement that has been executed by the successful bidder and the Commission.
6. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.



7. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
8. **May** means a certain feature, component, or action is permissible, but not required.
9. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
10. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.
11. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
12. **Shall** has the same meaning as the word must.
13. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## 2.2. Nondiscrimination

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

1. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with these nondiscrimination provisions of the Contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
  - b. cancellation, termination or suspension of the Contract, in whole or in part.

## 2.3. Contract/Purchase Order

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

1. The Contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.
2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order

## 2.4. Applicable Laws and Regulations

The Contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply



with all applicable local, state, and federal laws and regulations related to the performance of the Contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

## **2.5. Open Competition and IFB Document**

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.

1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.



## 2.6. Preparation of Bids

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## 2.7. Submission of Bids

Registered suppliers may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/> or by delivery of a hard copy to the Contact address shown on the Solicitation General Header Information. Suppliers that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the suppliers organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.



1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
  2. A bid submitted electronically by a registered supplier may be modified on-line prior to the official end date and time. A bid which has been delivered to the MHTC office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
  3. A bid submitted electronically by a registered supplier may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
  4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
  5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.
- Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

## **2.8. Bid Opening**

Bid openings are public on the end date and at the opening time specified on the IFB document. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. MHTC will not provide prices or other bid information via the telephone.

1. Bids which are not received in the MHTC office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

## **2.9. Evaluation and Award**

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of the MHTC.
2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.
3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.



4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.
5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.
6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.
7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.
9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
10. The MHTC posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.
11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
12. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).
13. The final determination of contract award(s) shall be made by the MHTC.

### **2.10. Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, shall be incorporated herein by reference and made a part of the Contract.

1. 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 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.

### **2.11. Preferences**

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10- 11.020(9). Contractors should apply the same preferences in selecting subcontractors.



1. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### **2.12. Cancellation of Contract**

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.

### **2.13. Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, or for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

### **2.14. Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. 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.

### **2.15. Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters. The Contractor shall further understand that the MHTC cannot save and hold harmless or indemnify the Contractor and/or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees performed in connection with the Contract.

### **2.16. Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of the Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of the Contract.

### **2.17. Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or



to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the Contract.

### **2.18. Right of Acceptance and/or Rejection**

MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

### **2.19. Inspection and Acceptance**

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.

1. 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.
2. 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.
3. The MHTCs right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **2.20. Invoicing and Payment**

The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.

1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.
2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
3. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.
5. The Contractor shall verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at prior to submitting a response. MHTC reserves the right to make contract payments to the Contractor through electronic funds transfer.
6. Upon a separate written request submitted along with the Contractor's response, the MHTC may elect to remit payment to the address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

### **2.21. Conflict of Interest**



Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo, regarding conflict of interest. Additionally, section 226.090 prohibits any member of the Highways and Transportation Commission, engineer, or other person appointed or employed by the commission from having any direct or indirect pecuniary interest in, or acting as agent for, the sale of road or bridge building material, equipment, tools, machinery, or supplies or in any contract for the construction or maintenance of state highways or bridges, or the financing thereof.

1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **2.22. Tax Exempt Status**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the Contract.

### **2.23. Anti-Discrimination Against Israel Act Certification**

1. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
2. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the Contract, then the contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
3. If during the life of the Contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
4. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000).

### **2.24. The Domestic Products Procurement Act**

This section only applies to commodity purchases greater than \$25,000.00. It does not apply when bidding services.

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.



The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit N, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

If the lowest priced bidder qualifies as American-made or in the event of all the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

### **2.25. Drug Free Workplace**

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplaces, including but not limited to the Drug-Free Workplace Act of 1988, and shall ensure that all Contractor employees working on State property will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **3. MoDOT IFB SPECIAL TERMS AND CONDITIONS**

### **3.1. Insurance - Standard Liability Coverage**

The Contractor shall maintain or cause to be maintained at Contractor's own expense the following insurance coverages to protect against negligent acts of the Contractor or its subcontractors directly or indirectly employed by any of them. Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required in force coverages. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

1. General Liability: Not less than \$600,000 for any one person in a single accident or occurrence and not less than \$4,000,000 for all claims arising out of the accident or occurrence for liability for bodily injury, property damage, and personal and advertising injury;
2. Business Automobile Liability: Not less than \$600,000 for any one person in a single accident or occurrence, and not less than \$4,000,000 for all claims arising out of any single accident or occurrence covering owned, rented, borrowed or hired vehicles associated with the work;
3. Missouri State Workers' Compensation coverage or equivalent in accordance with Missouri state law. Coverage shall be extended to include \$1,000,000 employer's liability insurance.
4. The required limits in Sections 3.1.1 and 3.1.2 can be met in any combination of primary and



excess / umbrella liability policies.

For General Liability and Business Automobile Liability insurance policies listed above, the Offeror will be required to name the "Missouri Highways and Transportation Commission and the Missouri Department of Transportation and its officers and employees" as additional insureds. Additional Insured status must be shown by attaching a separate additional insured endorsement to the certificate of insurance or by providing the relevant policy language indicating coverage. The address for notice on the certificate of insurance or endorsement must be: MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102.

### **3.2. Bid Guaranty/Contract Bond**

Each bid shall be accompanied by one of the following: a Bid Bond, Certified Check, Cashier's Check, or Bank Money Order payable to 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 Percent (100%) of the contract price. Vendors submitting an electronic response must attach a COPY of the Bid Bond, Certified Check, Cashier's Check or Bank Money Order to the electronic bid response along with proof the bond instrument has been mailed to the bid contact prior to the bid deadline date and time. Failure to receive the ORIGINAL hardcopy bond instrument within Five (5) calendar days of bid opening, may render the bid as non-responsive.

1. 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.
2. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned upon execution of the awarded contract. 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.
3. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within Fifteen (15) calendar days after the contract has been transmitted 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.

### **3.3. Subcontracting**

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

1. 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.
2. 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.

### **3.4. Prohibition Of Employment Of Unauthorized Aliens**

Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
3. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

### **3.5. Construction Safety Program**

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on- site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.



1. The Contractor shall provide proof of OSHA 10 for all employees of the Contractor or subcontractor, along with a current State or Federally approved photo ID to the MoDOT Facility Representative for each employee before any work can be conducted on MoDOT property.
2. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite to the MoDOT Facility Representative; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
3. The Contractor shall establish regular working hours with the MoDOT Facility Representative prior to any work being performed on site. The Contractor must report changes in working hours or overtime to the MoDOT Facility Representative and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to the MoDOT Facility Representative as soon as it is evident that overtime is needed. The Contractor must obtain approval from the MoDOT Facility Representative for all work performed after dark.

### **3.6. Prevailing Wage**

The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.

1. 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): Greene. The Annual Wage Order #32 is attached to the bid documents.
2. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
3. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
4. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

### **3.7. Permits, Licenses and Safety Issues**

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

### **3.8. Liquidated Damages**

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 \$700.00 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.



1. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

### **3.9. Completion Date Contract**

If this bid is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work by April 30, 2026. The Completion Date includes fifteen (15) days for providing Submittals. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

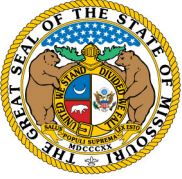
### **3.10. Personal Protective Equipment**

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

1. All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:
  - a. Daytime Flagger. During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.
  - b. Daytime Worker. During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.
  - c. Nighttime Flagger. During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.
  - d. Nighttime Worker. During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

### **3.11. Required Documents**

1. The bidder should submit completed and signed Exhibit Forms
  - a. Exhibits A and/or B, if not attached to this bid, must be provided upon contract award.
  - b. Exhibit M, if not attached to this bid, must be provided upon contract award.
2. Bidder shall submit a Bid Form
  - a. Only if total bid amount exceeds \$50,000.00.
3. Bidder should provide a copy of their Certificate of Liability Insurance.
  - a. The certificate, if not attached to this bid, must be provided upon contract award.
4. Bidder should provide a copy of their E-Verify Memorandum of Understanding
  - a. The certificate, if not attached to this bid, must be provided upon contract award.



## 4. MoDOT FACILITIES PROJECT BIDDER REQUIREMENTS

### 4.1. Scope of Work

MoDOT seeks a qualified vendor to construct a 50' deep x 24' wide structure with 2 x 8 exterior perimeter wood stud walls on concrete foundation and footings. Includes 8" concrete floor slab, wood trusses, 26-gauge exterior metal wall panels and roof panels, plywood ceiling panels and interior liner panels, insulation, plumbing, electrical, and incidental site work. Contractors are highly encouraged to review the plans in detail. Vendors shall schedule a site visit for bids to be accepted.

### 4.2. Additional Definitions

1. **Architect/Engineer/Designer:** When the term "Architect, Engineer or Designer" is used herein, it shall refer to Curtis Reinkemeyer, Missouri Department of Transportation at 573-291-9178 and [curtis.reinkemeyer@modot.mo.gov](mailto:curtis.reinkemeyer@modot.mo.gov).
2. **MoDOT Inspector or Facility Operations Supervisor:** When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to Dan Borcoi at 417-834-6906 and [daniel.borcoi@modot.mo.gov](mailto:daniel.borcoi@modot.mo.gov).
3. **Owner:** When the term "Owner" is used herein, it shall refer to the Missouri Highways and Transportation Commission (MHTC) and/or Missouri Department of Transportation (MoDOT).
4. **Contractor:** The successful bidder to whom the contract is awarded.

### 4.3. Additional Invoicing and Payment Terms

Each invoice should be itemized in accordance with items listed on the contract in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.

1. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
2. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.

### 4.4. Examination of Documents

Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications, including all proposed Contract Documents. It is the responsibility of the bidder to be fully informed, prior to bidding, regarding existing conditions and limitations under which the Work is to be performed. Bidder shall include in the bid, a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence the bidder has made such examination.

1. 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 the state. Contractor



will comply with local laws involving safety in the execution of the work.

#### **4.5. Proof of Competency of Bidder**

A bidder may be required to furnish evidence, satisfactory to the Commission, the contractor and proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

#### **4.6. Submittals**

Review of Submittals. MoDOT's review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. MoDOT is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. MoDOT's review does not relieve the contractor of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

#### **4.7. Work Quality**

MoDOT's designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. When requested by MoDOT's representative, the contractor shall, upon request and before acceptance of the work, uncover any portion of the project deemed necessary to show quality of work completed at the contractor's expense. If the work proves acceptable in quality, and is not related to required Hold Point inspections, the actual cost to uncover and replace materials shall be paid by the Commission. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.

1. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the MoDOT designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
2. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.
3. Until the MoDOT designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.
4. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by the MoDOT designated representative. MoDOT shall retain ownership of all land monument(s) or property landmark(s).



5. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the MoDOT designated representative in order to secure the completion of the work under all contracts in general harmony.
6. The contractor will be required to remove from the Commission's property all debris.
7. The MoDOT designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the MoDOT designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the MoDOT designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the MoDOT designated representative. However, if the suspension is because of the contractor's failure to comply with any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the MoDOT designated representative written notice at least forty-eight (48) hours before resuming operations.

#### **4.8. Change Orders**

All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has received a change order, signed by the MoDOT designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the MoDOT designated representative may order such unauthorized work removed and replaced at the contractor's expense.

1. **Overhead and Profit on Change Orders:** The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
2. **Contractor's Procedure for Claims:** If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the MoDOT designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the MoDOT designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the MoDOT designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the MoDOT designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
  - a. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived



and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.

- b. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

#### **4.9. Quality Management Oversight**

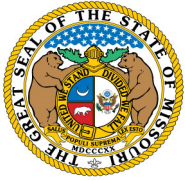
MoDOT will not provide daily inspection and quality assurance on this project, therefore the contractor must provide quality management oversight.

1. Quality management oversight gives the contractor the primary role and responsibility for incorporating quality assurance into the project from start to finish. The contractor shall have at the work site at all times, as the contractor's agent, a competent individual capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, whom shall receive instructions from the engineer. That individual shall have full authority to execute orders or directions of the engineer without delay and to promptly supply material, equipment, tools, labor and incidentals as may be required.
2. MoDOT staff will be available for Hold Point inspections at the times established in the project schedule. The inspections may be rescheduled as needed, but a minimum 24-hour advance notification from the contractor is required unless otherwise approved by the MoDOT Inspector.

#### **4.10. Hold Points**

Hold points are events in which construction criteria shall be met prior to continuation of work. Hold points occur at specific milestones in the construction process when succeeding work is dependent on previously completed work, i.e. utility locates, foundation over-dig, footings, electrical rough in, plumbing rough in, etcetera. The contractor is responsible for coordinating hold point inspections and shall give MoDOT's representative no less than 24 hours notice when an inspection is required. Should the contractor continue to work beyond a hold point without giving MoDOT an opportunity to inspect the work, the contractor shall be responsible for labor and materials when materials must be removed for inspection. If work was not completed as designed, the contractor will be responsible. The Hold Points for this project are as follows:

1. Utility Locates
2. Plumbing rough-in
3. Electrical rough-in
4. Concrete floor subgrade/vapor barrier/woven wire mesh
5. Concrete floor
6. Open wall framing/truss installation
7. Concrete apron and sidewalk
8. Final – to include but not limited to:
  - Electrical and plumbing shall be examined for proper operation.
  - Gutters, downspouts, and site grading will be evaluated for proper drainage.
  - Exterior finishes - siding, doors, roofing



- Interior finishes and doors.

#### **4.11. Mandatory Site Visit**

Site visit is required prior to submission of bids. Offerors interested in this project may schedule a site visit by appointment only by contacting Dan Borcoi at 417-834-6906 or by emailing [daniel.borcoi@modot.mo.gov](mailto:daniel.borcoi@modot.mo.gov).

#### **4.12. Written Questions**

Please address any written questions to Logan Wilbers at [logan.wilbers@modot.mo.gov](mailto:logan.wilbers@modot.mo.gov) or contact by phone at 573-526-7930 by October 13, 2025.

Should an addendum need posted to address questions, this will be posted no later than October 15, 2025.

#### **4.13. Project Address**

1925 S St. Hwy N, Republic, MO 65802