***REVISED 7-8-2020***

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

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

<Federal Project #>

<Sponsor Name>

<Sponsor Address>

**REQUEST FOR BID**

BID OF

 <MoDOT Vendor Number (if required)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_>

 Bidder Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bidder Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR

CONSTRUCTING OR IMPROVING

**<Project Description>**

**<Project Location>**

 **<County/City>**

<Federal Project #>

<Sponsor Name>

<Sponsor Address>

**CONTRACT**

**AND**

 **BOND**

FOR

CONSTRUCTING OR IMPROVING

**<Project Description>**

**<Project Location>**

**<County/City>**

# INSERT

# <INVITATION TO BID>

# This invitation must contain construction project award language stating

# *“the project will be awarded to the lowest, responsive, responsible bidder”*BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

🞏 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT’s website. (if applicable – required on highway and bridge projects)

🞏 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder’s information only and is not to be returned with the bid.

🞏 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to <Local Public Agency Name>. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable)**.

🞏 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

🞏 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.

🞏 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

🞏 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.

🞏 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟

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

 a) Not signing the bid

1. Not incorporating the addendum into the bidding documents, including attaching

 the letter to the bid

1. Not providing a bid bond
2. Using pencil to fill out the bid
3. Using white out to make corrections to the itemized bid sheets
4. Not initialing changes made

🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟🞟

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

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

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 Bid Bond <inserted by LPA>

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 DBE Provisions ([Fig. 136.9.8](http://epg.modot.org/files/4/4a/136.9.8.doc)) <inserted by LPA>

 General Provisions (Other Than MoDOT) <inserted by LPA>

 Job Special Provisions ([Sample JSP’s](https://spexternal.modot.mo.gov/sites/de/JSP/Forms/Alt%20LPA.aspx) on MoDOT’s Website) <inserted by LPA>

 Form FHWA 1273 ([Fig. 136.9.7](http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf)) <inserted by LPA>

 Federal Aid Provisions <provided within>

 Applicable State Wage Rates <inserted by LPA>

 Applicable Federal Wage Rates <inserted by LPA>

 Applicable Environmental and Cultural Permits and Clearances <inserted by LPA>

 ADA Checklist [(Fig. 136.9.4](http://epg.modot.mo.gov/files/e/ef/136.9.4_Sept_2012.doc)) <inserted by LPA>

 Contract Forms

 [Fig 136.10.3 Sample Contract Agreement](http://epg.modot.mo.gov/files/3/33/136.10.3.docx)

 [Fig 136.10.4 Sample Contract Bond](http://epg.modot.mo.gov/files/7/7e/136.10.4.doc)

 [Fig 136.10.5 Sample Contractors Acknowledgement](http://epg.modot.mo.gov/files/e/ee/136.10.5.pdf)

# NOTICE TO CONTRACTORS

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

 **(1)** **Proposed Work:** The proposed work, hereinafter called the work, includes:

 <Description of work>

 **(2)** **COMPLIANCE WITH CONTRACT PROVISIONS**: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

 General Provisions & Supplemental Specifications

 Supplemental Revisions to Missouri Standard Plans

 For Highway Construction (if applicable)

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

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

The contracting authority for this contract is <LPA Name>.

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

 Calendar Days: <# of calendar days>

 Completion Date: <insert date>

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

 Liquidated damages per day $ <LD amount>

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

🞎 Paper Bid Bond

🞎 Cashier’s Check

 **(6)**  **Certifications for federal jobs**: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

 **(7)** **Antidiscrimination**: The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

 **(8) FEDERAL AND STATE INSPECTION**: The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

 **(9) PREVAILING WAGE (FEDERAL AND STATE)**: This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor’s subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in “Annual Wage Order No. XX”, that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

*The local agency is required to request a state wage rate determination from the Industrial Commission, Missouri Department of Labor and Industrial Relations, Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403 to determine and get access to the applicable Annual Wage Order rates for each project per* [*EPG Article 136.10.2*](http://epg.modot.org/index.php?title=136.10_Construction_Authorization_and_Letting)*.>*

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

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

[http://ago.mo.gov/forms/Affidavit\_of\_Compliance.pdf](http://ago.mo.gov/docs/default-source/forms/affidavit_of_compliance.pdf?sfvrsn=2)

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

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

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

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

 **(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or $2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the “Buy America” requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

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

**(14) SIGNATURE AND IDENTITY OF BIDDER**: The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

 a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

 [ ]  sole individual [ ]  partnership [ ]  joint venture

 [ ] corporation, incorporated under laws of state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed by bidder this day of 20 .

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

 [ ]  Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Bidder’s Owner, Officer, Partner or Authorized Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Please print or type name and title of person signing here

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

 **(15)** **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission’s “General Provisions and Supplement Specifications” which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" “Standards and Specifications”. The number of trainee hours provided under this contract will be **???? slots** at 1000 hours per slot or **???? hours**.

 **(16) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

 **(18)** **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

**(DRAFTERS NOTE: Items 19-21 are optional and can be deleted by the LPA without MoDOT approval.)**

**(19) PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

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

**(21)** **(a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL**: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14 . The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

 [ ]  Excavation Production [ ]  Asphalt Production [ ]  Asphalt Hauling

 [ ]  Concrete Paving Production [ ]  Concrete Paving Hauling [ ]  Aggregate Base Hauling

 **(b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards. The above quantity limits apply to an individual project or any number of projects in the contract combination.

 [ ]  Asphalt Cement [ ]  Seal Coat [ ]  Underseal [ ]  UBAWS Membrane

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

**INSERT**

**LPA ITEMIZED**

**BID FORM**

**INSERT**

**BID BOND**

<SEE FOLLOWING FOR SAMPLE>

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

**SAMPLE BID BOND**

BID BOND

 KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as principal and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as surety, are held and firmly bound unto the (Insert LPA Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the penal sum of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dollars ($ ) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

 Sealed with our seals and dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 THE CONDITION OF THIS OBLIGATION is such that

 WHEREAS the principal is submitting herewith a bid to the commission on route(s) \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in County(ies),

project (s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for construction or improvement of state highway as set out in said bid;

 NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

 In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

 The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Principal

SEAL By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Surety

SEAL By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

**<INSERT CURRENT DBE SUBMITTAL FORMS>**

*(Click* [*Fig 136.9.9*](http://epg.modot.org/files/7/71/Fig._136.9.9_2020.docx) *for current forms)*

**<INSERT CURRENT DBE CONTRACT PROVISIONS>**

[*(Fig. 136.9.8)*](http://epg.modot.org/files/4/4a/136.9.8.doc)

<INSERT

**GENERAL PROVISIONS>**

***(OTHER THAN MODOT)***

*<If Applicable>*

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

**<INSERT**

**JOB SPECIAL PROVISIONS**

**INCLUDING**

**SIGNED/SEALED TABLE OF CONTENTS BY ENGINEER OF RECORD>**

**(See Sample JSP’s below)**

**SAMPLE JSP’S**

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

A. Work Zone Traffic Management Plan

B. Project Contact for Contractor/Bidder Questions

C. Emergency Provisions and Incident Management

D. Utilities

E. Tree Clearing Restriction

F. Order of Work

G. ADA Compliance

H. Liquidated Damages Specified for Winter Months

I. Disadvantaged Business Enterprise (DBE) Program Requirements

***(Click*** [***here***](https://spexternal.modot.mo.gov/sites/de/JSP/Forms/Alt%20LPA.aspx) ***for more common JSP’s)***

*<Place Engineer’s Seal Here on JSP Table of Content Page>*

*<Signed & Dated>*

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

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

**2.0 Traffic Management Schedule.**

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

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

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

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

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

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

* + 1. **Traffic Safety.**

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

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

**3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

*Name*

*Address*

*Phone Number*

*Email Address (Optional)*

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

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

*<List Names and Numbers of Emergency Contacts, such as LPA Contact,*

*LPA Road & Bridge Supervisor, Consultant Construction Manager, etc>*

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

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

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

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

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

D. UTILITIES JSP-93-26C

**1.0** For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

 **Utility Name Known Required**

 **Adjustment**

SEMO Electric Cooperative

PO Box 520 Yes

Sikeston, MO 63801

Contact: Larry Kelly

Telephone: XXX-XXX-XXXX

AT&T

800 Broadway Yes

Cape Girardeau, MO 63701

Contact: Karl Karleskint

Telephone: XXX-XXX-XXXX

Atmos Energy

2401 New Hartford Road Yes

Owensboro, KY 42303

Contact: Clay McRae

Telephone: XXX-XXX-XXXX

Charter Communications

3140 West Nash Road Yes

Scott City, MO 63780

Contact: Sonny Ford

Telephone: XXX-XXX-XXXX

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it’s subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it’s subcontractor’s operation.

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

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

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

E. TREE CLEARING RESTRICTION JSP-07-05

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

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

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

F. ORDER OF WORK

*<Description of Order of Work>*

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

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

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

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

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

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

**3.0 Coordination of Construction.**

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

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

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

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a “YES” or an “N/A” score. Any item receiving a “NO” will be deemed non-compliant and shall be corrected at the contractor’s expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

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

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

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

H. LIQUIDATED DAMAGES FOR WINTER MONTHS

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

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

 (a) Liquidated damages will be assessed from December 15 to March 15

 (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

**1.0 Description:** Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to 2011 Missouri Standard Specifications for Highway Construction.

**2.0 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF.** The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

(a) Negotiating price.

(b) Determining quality and quantity.

(c) Ordering the material.

(d) Paying for the material itself.

(e) 30% of the work must be performed by the DBE’s permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE’s owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.

(f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.

(g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition the documentation shall indicate the quantity and amount invoiced to the prime contractor (Such as an invoice). **“MoDOT’s DBE Contractor/Subcontractor Project Trucker and Equipment List”** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the drivers numbers for each terminal the drivers pick up from. In addition the DBE Subcontractor shall include a list of “long term” leased equipment, along with drivers and drivers’ numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

(h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

**3.0 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.**

(a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)

(b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

(c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.

(d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

**4.0 This form will be completed by the inspector from the project office during the time of the project**. MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

**<INSERT FHWA FORM 1273>**

*STD TWO-COLUMN FORMAT*

[*Fig. 136.9.7*](http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf) *FHWA 1273*

**FEDERAL AID PROVISIONS**

**December 1980**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE**

**EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror’s or Bidders attention is called to the “Equal Opportunity Clause” and the Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

**Goals**

 Timetable (Percent)

From April 1, 1978 until March 31, 1979 3.1

From April 1, 1979 until March 31, 1980 5.1

From April 1, 1980 until March 31, 1981 6.9

**Goals for Minority Participation for Each Trade**

**County\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Goal (Percent)\_\_\_\_\_County\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Goal (Percent)**

|  |  |  |  |
| --- | --- | --- | --- |
| Adair | 4 | Linn | 4 |
| Andrew | 3.2 | Livingston | 10 |
| Atchison | 10 | McDonald | 2.3 |
| Audrain | 4 | Macon | 4 |
| Barry | 2.3 | Madison | 11.4 |
| Barton | 2.3 | Maries | 11.4 |
| Bates | 10 | Marion | 3.1 |
| Benton | 10 | Mercer | 10 |
| Bollinger | 11.4 | Miller | 4 |
| Boone | 6.3 | Mississippi | 11.4 |
| Buchanan | 3.2 | Moniteau | 4 |
| Butler | 11.4 | Monroe | 4 |
| Caldwell | 10 | Montgomery | 11.4 |
| Callaway | 4 | Morgan | 4 |
| Camden | 4 | New Madrid | 26.5 |
| Cape Girardeau | 11.4 | Newton | 2.3 |
| Carroll | 10 | Nodaway | 10 |
| Carter | 11.4 | Oregon | 2.3 |
| Cass | 12.7 | Osage | 4 |
| Cedar | 2.3 | Ozark | 2.3 |
| Chariton | 4 | Pemiscot | 26.5 |
| Christian | 2 | Perry | 11.4 |
| Clark | 3.4 | Pettis | 10 |
| Clay | 12.7 | Phelps | 11.4 |
| Clinton | 10 | Pike | 3.1 |
| Cole | 4 | Platte | 12.7 |
| Cooper | 4 | Polk | 2.3 |
| Crawford | 11.4 | Pulaski | 2.3 |
| Dade | 2.3 | Putnam | 4 |
| Dallas | 2.3 | Ralls | 3.1 |
| Daviess | 10 | Randolph | 4 |
| DeKalb | 10 | Ray | 12.7 |
| Dent | 11.4 | Reynolds | 11.4 |
| Douglas | 2.3 | Ripley | 11.4 |
| Dunklin | 26.5 | St. Charles | 14.7 |
| Franklin | 14.7 | St. Clair | 2.3 |
| Gasconade | 11.4 | St. Francois | 11.4 |
| Gentry | 10 | Ste. Genevieve | 11.4 |
| Greene | 2 | St. Louis City | 14.7 |
| Grundy | 10 | St. Louis County | 14.7 |
| Harrison | 10 | Saline | 10 |
| Henry | 10 | Schuyler | 4 |
| Hickory | 2.3 | Scotland | 4 |
| Holt | 10 | Scott | 11.4 |
| Howard | 4 |  Shannon | 2.3 |
| Howell | 2.3 | Shelby | 4 |
| Iron | 11.4 | Stoddard | 11.4 |
| Jackson | 12.7 | Stone | 2.3 |
| Jasper | 2.3 | Sullivan | 4 |
| Jefferson | 14.7 | Taney | 2.3 |
| Johnson | 10 | Texas | 2.3 |
| Knox | 4 | Vernon | 2.3 |
| Laclede | 2.3 | Warren | 11.4 |
| Lafayette | 10 | Washington | 11.4 |
| Lawrence | 2.3 | Wayne | 11.4 |
| Lewis | 3.1 | Webster | 2.3 |
| Lincoln | 11.4 | Worth | 10 |
|  |  | Wright | 2.3 |

These goals are applicable to all of the contractor’s construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

1. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” of the county, route and limits described in the proposal for the work.

**July 1986**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**

**CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246**

1. As used in these specifications:
2. “Covered area” means the geographical area described in the solicitation which this contract resulted.
3. “Director” mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
4. “Employer Identification Number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U.S. Treasury Department Form 941;
5. “Minority” includes;
6. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):
7. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
8. Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
9. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
10. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
11. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractors’ failure to take good faith efforts to achieve the Plan goals and timetables.
12. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
13. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
14. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
15. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
	1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor’s employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
	2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
	3. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
	4. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.
	5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor’s employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
	6. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
	7. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
	8. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor’s EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
	9. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
	10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor’s workforce.
	11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
	12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
	13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligation under these specifications are being carried out.
	14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
	15. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
	16. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.
16. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor’s and failure of such a group to fulfill an obligation shall not be a defense for the Contractor’s noncompliance.
17. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
18. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
19. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
20. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
21. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
22. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
23. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

**OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

“It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

**SUPPLEMENTAL REPORTING REQUIREMENTS**

**A.** The Contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.

C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

**NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of $10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

* + - 1. General – (1) Transactions of $10,000 or under. Contracts and Subcontractors not exceeding $10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding $10,000, the $10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds $10,000.

**<INSERT STATE WAGE RATES>**

**<INSERT FEDERAL WAGE RATES>**

*(IF APPLICABLE)*

See EPG 136.9.4.1.1.10.1 Federal Wage Rates for more information

**<INSERT**

**ENVIRONMENTAL PERMITS,**

**CULTURAL PERMITS, LAND DISTURBANCE PERMIT,**

**APPROVAL LETTERS FROM DRAINAGE DISTRICTS, RAILROADS, ETC>**

**<INSERT ADA CHECKLIST>**

*(IF APPLICABLE)*

**(**[**Fig. 136.9.4**](http://epg.modot.org/files/2/25/136.9.4_Apr_2014.doc)**)**

**CONTRACT FORMS**

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

[Fig. 136.10.3 Sample Contract Agreement](http://epg.modot.mo.gov/files/3/33/136.10.3.docx)

[Fig. 136.10.4 Sample Contract Bond](http://epg.modot.mo.gov/files/7/7e/136.10.4.doc)

[Fig. 136.10.5 Sample Contractor’s Acknowledgement](http://epg.modot.mo.gov/files/e/ee/136.10.5.pdf)