



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

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering services specified and provide all information requested.

TODAY'S DATE:	2-19-16	QUOTE DUE BY:	03-03-16 @2:00PM	F.O.B. REQUIREMENT S:	N/A
TO BE DELIVERED ON	601 W. MAIN SERVICE ON 5/9/16 1617 MO. BLVD. SERVICE-BETWEEN 5/2/16 & 5/12/16	QUOTATION No:	9-160303KH-Q	BUYER NAME /TELEPHONE NUMBER:	KRISTI HIXSON 573-526-1975 KRISTI.HIXSON@MODOT.MO.GOV
Central Office Mailing Address	Missouri Dept. of Transportation P. O. Box 270 Jefferson City, MO 65102 Attn: Kristi Hixson	Generator Locations:	Generators located at 601 West Main and 1617 Missouri Blvd, Jefferson City, MO		

DESCRIPTION

MoDOT is soliciting quotes to perform testing, inspection and maintenance services on two (2) 800 kw Caterpillar Model 3412 generators located at MoDOT facilities in Jefferson City, MO. Oil test will be performed prior to scheduled time of services – MoDOT will contact the successful bidder if the oil/filter needs to be changed. In addition, installation and programming of a control panel at one location.

Generator #1 (Serial No. CAT00000KTFT00106) located at **601 W. Main** works in conjunction with a CAT Uninterruptible Power Supply. The required services on this generator include: 1) Inspection/testing of the generator's field excitation system 2) Four-hour load bank test. 3) Installation of control panel part #10R-5489 (Control Panel to be supplied by MoDOT). 4) Preventative Annual Maintenance to include oil/filter change (if needed), air filter replacement (if needed) and other necessary inspections as found on the checklist or determined to be necessary as part of a complete inspection by the service technician. Oil and filters for the maintenance of these generators are required to be CAT brand. Upon determination that the generator's field excitation system is functioning properly, a load bank test shall be performed that requires that the generator be run at full capacity for 4 hours with performance/temperature readings taken every 15 minutes for the duration of the test. During the performance of those services requiring this generator to be off-line, a back-up generator of sufficient capacity must be on-line in case of a power outage. These services require that two generator technicians must be on-site for the duration of these services. One of the two technicians must hold one of the following certifications: 1) Electrical Generating Systems Association (EGSA) 2) CAT or Cummins/Onan factory generator training certification (or other factory training certifications to be approved in advance of bid opening). If the certified service technician lacks the knowledge/skills to correctly hook up the back-up generator, a licensed Master electrician is required to hook and un-hook the back-up generator and remain on-site during the load bank test and service work. Identification and documentation of the credentials of the certified technician performing this service **MUST** be provided with the quote. All vendors interested in bidding on this service should have the technician that will perform the service to view the generator in advance of the bid opening by appointment with David Simmons, Central Office Facility Operations Supervisor (573-690-4486) to assure that they are knowledgeable of the layout of the generator and the required service/parts.

The generator at 601 West Main MUST be serviced on May 9th, 2016. The placement of the back-up generator will require the closing of one lane of Main Street. The results of the load bank test shall be supplied to MoDOT in a detailed report that discloses any issues that were discovered during the inspection/testing and required repairs.

Generator #2 located at **1617 Missouri Blvd.** requires Annual Preventative Maintenance to include oil/filter change (if needed) and air filter replacement (if needed) and other service checks as found on the checklist or deemed to be necessary by the certified service technician (2 technicians are not required for service of this generator). This generator does not require a load bank test or a back-up unit. It may be taken off-line and serviced during MoDOT working hours on any working day from May 2nd thru May 12th, 2016.

Quotes can be sent by e-mail as a scanned document to **Kristi.Hixson@modot.mo.gov** OR mailed to the Central Office Mailing Address to the attention of Kristi Hixson (Buyer of Record) by the due date/time. Also provide your company's applicable hourly labor rate, travel costs, transportation charges or any other expenses that would apply if any additional repairs are required that would result in an additional trip. Any necessary replacement parts required for repairs must be genuine CAT parts unless the MoDOT Central Office Facility Operations Supervisor approves the use of another part.

LUMP SUM – to include all costs associated with providing the services at both locations.
(Excluding oil/filter change and air filter replacement)

\$ _____

Oil/Filter Change \$ _____ 601 W. Main Location \$ _____ 1617 Missouri Blvd Location

Air Filter Replacement \$ _____ 601 W. Main Location \$ _____ 1617 Missouri Blvd Location

If additional repairs are needed, please list service(s) and rate(s) for those services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

MINORITY AND/OR WOMEN BUSINESS ENTERPRISE 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 participation.

Company Name:	
Signature	

Provide Annual Preventative Maintenance using Caterpillar Extended Oil Drain Program for two (2) MoDOT owned Generators.

Location: 1617 Missouri Boulevard, Jefferson City.

Generator Manufacturer	Caterpillar	kW	800	Engine Manufacturer	Caterpillar	Oil Capacity 38 Gallons
Generator Model	800	Voltage	480	Engine Model	3412	
Generator S/N	TFT000231	Amps	1,203	Engine S/N	BLG02666	

Location: 601 West Main, Jefferson City. When this generator is out of service for maintenance, a contractor supplied generator MUST be set in service to maintain continuous backup during the entire maintenance process.

Generator Manufacturer	Caterpillar	kW	800	Engine Manufacturer	Caterpillar	Oil Capacity 38 Gallons
Generator Model	3412	Voltage	480	Engine Model	3412	
Generator S/N	TFT00106	Amps	1,203	Engine S/N	BLG00584	

Annual Maintenance Description to include oil/filter and air filter change. *If needed

Electrical Systems

- Check battery electrolyte level and top off
- Check and record battery voltage
- Check and record battery charger amperage
- Check battery connection terminals and clean as necessary
- Clean battery posts and terminals
- Check battery charger and adjust float rate (if necessary)

Lubrication System

- Check crankcase oil level and add up to 2 gallons of Caterpillar DEO API CG4 engine oil
- Visually inspect oil for contamination by fuel water or glycol
- Visual inspection of front & rear crankshaft seals and lubrication system gaskets for leaks
- Check for excessive crankcase blowby with engine running

Cooling System

- Check coolant level and correct level if necessary
- Visual inspection of radiator/heat exchanger for leaks, damage and obstructions
- Inspect condition of radiator cap, gaskets and sealing surfaces
- Visually inspect engine coolant for contamination
- Visually inspect water pump and cooling system gaskets for leaks
- Inspect engine belts for fraying and cracking
- Check jacket water heater(s) for proper operation and adjust thermostat settings as needed
- Check and adjust belt tension if necessary
- Inspect hoses for cracking, leaking, and pliability
- Check and record engine coolant antifreeze protection

Fuel System

- Check level of main storage tank
- Test day tank pump for proper operation and level
- Inspect fuel lines for leaks or cracking
- Drain water from fuel separator
- Check fuel injection and transfer pumps for proper operation and leaks
- Drain water from water separator and fuel tank
- Check governor linkages, and oil level if applicable
- Check and record level in main fuel tank

Air Induction and Exhaust System

- Inspect air filter for deterioration and plugging
- Check inlet and discharge louvers for proper operation with engine running and stopped
- Inspect air intake piping for leaks and possible dirt entry
- Inspect flexible exhaust couplings for cracks & excessive leakage
- Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)
- Inspect exhaust silencer for deterioration

Engine Mounts

- Inspect generator set vibration isolators and adjust as needed

Control Panel

- Operational check of warning and fault lamps
- Check proper operation of engine and generator monitoring displays with engine running
- Adjust governor control for optimum performance and frequency
- Adjust voltage regulator for proper voltage
- Check remote annunciator for proper operation (if applicable)

Lubrication System

- Obtain engine oil sample for analysis *Completed by MoDOT in advance
- Change oil filter: *If needed
- Change engine oil *If needed
- Dispose of engine waste oil and filters in a legal and environmentally safe way

Fuel System

- Clean primary fuel filter (if screen type)
- Drain water and sediment from day tank (if accessible)
- Replace primary and secondary fuel filter elements
- Inspect and lubricate governor linkages

Cooling System

- Replace coolant filter (if applicable)
- Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom

Generator and Voltage Regulator

- Inspect rotor & stator for damage and excessive oil or dirt buildup
- Inspect couplings and guards for loose or missing parts
- Check fastening of generator leads and voltage regulator control wiring
- Strap and tape any leads that are rubbing or have worn insulation

Automatic Transfer Switch

- Check Operation of Transfer Switch
- Transfer Building Load to Generator, Check Operation of Transfer Switch

Operational Checks

- Check Overcrank safety
- Check Overspeed safety
- Check engine low oil pressure safety
- Check engine high water temp safety
- Check alternator output (if applicable)
- Check for unusual noises or vibrations
- Check for proper operation of remote fan motors, thermostats, circulating pumps and solenoids
- Check for oil, fuel and coolant leaks
- Check and record engine oil pressure
- Check and record engine coolant temperature
- Check and record engine rpm
- Check and record generator frequency
- Check and record generator voltage
- Check and record amperage under building load

Upon Completion of Service

- Set all controls to automatic
- Set circuit breaker to correct position
- Return area to condition it was in upon our arrival

Electrical System

- Clean & apply corrosion inhibitors to lead acid battery terminals
- Inspect and tighten starter motor(s) connections and wiring

Generator

- Inspect generator strip heater (if applicable)
- Lubricate generator bearing with Caterpillar bearing lubricant for high speed applications

Turbocharger

- Inspect turbocharger compressor and turbine wheel (if accessible)
- Check turbocharger shaft end play (if accessible)

Automatic Transfer Switch

- Replace Nine Volt Battery in Transfer Switch
- Inspect Transfer Switch for proper operation
- Inspect for burnt contacts and loose connections

Exhibit A

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="width:33%; text-align: center;"><u>M/WBE Name</u></td> <td style="width:33%; text-align: center;"><u>Percentage of Contract</u></td> <td style="width:33%; text-align: center;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:	
Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.	
Service-Disabled Veteran Business is defined as a business concern:	
a. 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	
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, 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**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

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.

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. 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.
- b. 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.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

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, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. 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.

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

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

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, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

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.

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this 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 this Contract.

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 awarded pursuant to this solicitation.

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

SPECIAL TERMS AND CONDITIONS

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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. 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 \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of 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.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **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/qc_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.
- b. **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.

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.

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.

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

Temporary Suspension of Work

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

Personal Protective Equipment

- a. 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.
- b. 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:
 - 1) **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.
 - 2) **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.
 - 3) **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.
 - 4) **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.