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INVITATION FOR BID

REHABILITATION AND NEW CONSTRUCTION OF TRANSIT FACILITY IFB #2025-01

Project Located At:
3343 Commonwealth Road
Park Hills, MO 63601

Southeast Missouri Transportation Service, Inc. (SMTS, Inc.)
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PART 1 SOLICITATION, OFFER, AND AWARD

1.1 SCOPE

This project renovates an existing 3,795 square-foot former Highway Patrol headquarters building, developing office space, drivers' lounge, kitchenette, training room, and light vehicle maintenance. The renovation includes an existing 202 square-foot storage building, which will house maintenance equipment and supplies. The project includes the addition of a 160' covered parking garage, complete with a wash bay, vacuum, and proper electrical service for charging, maintenance, and security. The buildings sit on an 8.1-acre tract. The total project is presented in THE REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY Technical Drawings and Project Manual and Specifications and address: Renovations to existing buildings, new construction, electrical, mechanical, water/wastewater, ingress/egress, parking, drainage/earthwork, landscaping, signage, and furnishings.

Bids will be received by SMTS, Inc. until 1 PM CST, Wednesday, August 6, 2025. Late Bids will not be considered.

Contract documents and plans can be examined or purchased upon payment of \$225.00 (hard copy), or \$115.00 (online). Payment is non-refundable. Contact Taylor Engineering, 109 E. Columbia, Farmington, Mo., for more information. Documents will be provided to prime bidders only; only complete sets of documents will be issued. Checks are to be made payable to Taylor Engineering.

Bid documents can be obtained at the following locations:

Taylor Engineering
Attn: Joe Gabel
109 E. Columbia
Farmington, MO 63640
PH: (573) 756-9226

A pre-bid conference will be held at 10:00 AM CST, Tuesday, July 8, 2025, at 3343 Commonwealth Road, Park Hills, MO. The purpose of the conference is to address questions pertaining to the IFB document. Contractors are encouraged to attend this pre-bid conference. Written questions must be submitted to SMTS by 5:00 PM on Friday, July 18, 2025.

Bids will be publicly opened at 1:00 PM CST, Wednesday, August 6, 2025, at the SMTS Office located at **700 E Hwy 72, Fredericktown, MO 63645**.

1.2 CONTRACT LENGTH

This Invitation for Bid is for awarding a contract to cover a one hundred twenty (120) day period. The expected start date for the contract is Thursday, August 28, 2025.

If this bid is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work by December 26, 2025. The Completion Date includes fifteen (15) days for providing Submittals. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

1.3 OPTION TO EXTEND

SMTS may, at its option and with the approval of the Vendor, extend the period of this agreement. The Vendor shall be notified in writing by SMTS of its intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

1.4 CONTRACT DOCUMENTS

The bidder should submit completed and signed Forms.

- A. Bidder shall submit a Bid Form.
- B. Bidder should provide a copy of their Certificate of Liability Insurance.
- C. The Certificate of Liability Insurance, if not attached to this bid, must be provided upon contract award.
- D. Bidder should provide a copy of their E-Verify Memorandum of Understanding. The certificate, if not attached to this bid, must be provided upon contract award.

1.5 DEFINITIONS

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

ADDENDUM: means a written official modification to an IFB.

AMENDMENT: means a written official modification to a contract.

ATTACHMENT: applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

AUTHORIZED SIGNED -The person who is executing this Contract for the Bidder/Contractor and is authorized to bind the Bidder/Contractor.

BIDDER RESPONSE - A written document submitted by a bidder in response to this IFB.

BIDDER/VENDOR/CONTRACTOR - Any manufacturer, company, or agency providing program management, software engineering, hardware engineering, service, devices, components, and subassemblies participating in this IFB.

BID END DATE AND TIME and similar expressions mean the exact deadline required by the IFB for the receipt of bids.

DAYS - Normal business days of staff offices, unless otherwise specifically noted.

DEFECT - Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

EXHIBIT: applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.

INVITATION FOR BID (IFB): means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

MAY: means a certain feature, component, or action is permissible, but not required.

MUST: means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

PERFORMANCE - The ability of a system or product to comply with the required Technical Specification and to function during its expected economic life in a reliable and other satisfactory manner under actual operating conditions. Also, the ability of a manufacturer to comply, during the expected economic life of the system or product, with all contractual terms and conditions specified in this RFP.

PRICING PAGE(S): applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.

RELATED DEFECT - Damage inflicted on any component or subsystem as a direct result of a defect.

REVISED STATUTES OF MISSOURI (RSMo): refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.

SHALL has the same meaning as the word must.

SHOULD: means that a certain feature, component and/or action is desirable but not mandatory.

WORK - Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by the Contractor in accordance with achieving the Technical Specification requirements for which SMTS has contracted with the Contractor as called for by the Agreement and necessary to the completion thereof.

1.6 SOLICITATION AUTHORITY

The solicitation for the procurement of supplies or services referenced therein, the Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions, is 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 provisions governing solicitation, receipt of bids/quotes, and award of the contract.

1.7 BID REQUIREMENTS INSTRUCTIONS FOR BIDS

All bids/quotes must be submitted by an authorized representative of the firm. Obligations assumed by such submission must be fulfilled. Firms interested in this project shall submit three (3) copies of their bids to the following address via delivery services by 1:00 PM CST, Wednesday, August 6, 2025: (if by mail, add some language).

SMTS, Inc.
Attn: Tracy Jones, Executive Director
SMTS, Inc. Rehabilitation and New Construction of Transit Facility
IFB #2025-01
P.O. Box 679 (mail)
700 East Highway 72 (physical)
Fredericktown, Missouri 63645-0679

Delivered bids must be sealed in an envelope or container and received in the required location no later than the exact end date and time specified in this IFB.

- The sealed envelope or container containing a bid should be clearly addressed to Tracy on the outside with the official IFB number.
- A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor up until the contract award. Justification of the withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- Faxed bids shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.
- Notice to all bidders that in accordance with State of Missouri and Federal Laws, SMTS, Inc. will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this invitation and to participate in any contract consummated pursuant to this notice.
- Compliance with Federal and State Laws on Equal Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, SMTS, Inc. prohibits discrimination on the basis of race, color, or national origin.

1.8 BID OPENING

Bid openings are public on the end date and at the opening time specified in Section 1.1 of this IFB document. All vendors may request the same bid response information from Taylor Engineering. Neither Taylor Engineering nor SMTS will provide prices or other bid information via the telephone.

1.9 PERSONAL PRIVACY PROTECTION ACT NOTIFICATION

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

1.10 INVOICING AND PAYMENT

The statewide financial management system has been designed to capture certain receipts and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of SMTS.

Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

SMTS assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to SMTS's rejection and shall be returned at the contractor's expense.

1.11 BID PREPARATION

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

1.11.1 Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

1.11.2 Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.

1.11.3 The vendor may offer any brand which meets or exceeds the specification for any item but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

1.11.4 In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If SMTS determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

1.11.5 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

1.11.6 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

1.11.7 Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.

1.11.8 Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

1.12 NONDISCRIMINATION

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

provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq).

1.12.1 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 may determine to be appropriate, including, but not limited to:

1.12.2 Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

1.12.3 Cancellation, termination or suspension of the contract, in whole or in part.

1.13 APPLICABLE LAWS AND REGULATIONS

1.13.2 The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of St. Francois County, Missouri. 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 SMTS 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.

1.13.2 Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to SMTS a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of state of Missouri.

1.14 EVALUATION AND AWARD

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

1.14.2 Any pricing information submitted shall be subject to evaluation if deemed to be in the best interest of SMTS.

1.14.3 The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit SMTS. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to SMTS.

1.14.4 Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.

1.14.5 In the event all vendors fail to meet the same mandatory requirement in an IFB, SMTS reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, SMTS reserves the right to waive any minor irregularity or technicality found in any individual bid.

1.14.6 SMTS reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, SMTS may negotiate for the required supplies.

1.14.7 When evaluating a bid, SMTS reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.

1.14.8 Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

1.14.9 Any award of a contract shall be made by notification to the successful vendor. SMTS reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of SMTS.

1.14.10 All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.

1.14.11 SMTS reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

1.14.12 Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).

1.14.13 The final determination of contract award(s) shall be made by SMTS.

1.14.14 The cost evaluation shall be based upon a total cost determined using the bid prices and the quantities provided in the solicitation.

1.14.15 Determination of Responsiveness: Any bid which does not comply with the mandatory requirements of the request for bid will not be considered for an award.

1.14.16 Determination of Responsibility and Reliability: After obtaining the approval, SMTS reserves the right to reject a bid from a contractor.

1.14.17 Cost or Price Analysis: SMTS reserves the right to conduct a cost or price analysis for any purchase. SMTS may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. SMTS may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow SMTS to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and SMTS reserves the right to negotiate with the single Bidder to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, SMTS reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

1.14.18 Award will be based on lowest cost, responsible and responsive bids and evaluation of the proposals.

1.15 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.

1.15.1 The Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

1.15.2 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.

1.15.3 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.

1.16 BID BOND

Each bid shall be accompanied by one of the following: Bid Bond, Certified Check, Cashier's Check, or Bank Money Order payable to SMTS for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to SMTS in an amount equal to one hundred percent (100%) of the contract bond. Vendors submitting an electronic response must attach a COPY of the Bid Bond, Certified Check, Cashier's Check or Bank Money Order to the electronic bid response along with proof the bond instrument has been mailed to the bid contact prior to the bid deadline date and time. Failure to receive the ORIGINAL hardcopy bond instrument within Five (5) calendar days of bid opening may render the bidder as non-responsive.

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

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

1.16.3 Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within Fifteen (15) calendar days after the

contract has been transmitted to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

1.17 CONTRACT/PURCHASE ORDER

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

1.17.1 A binding contract shall consist of: (1) the solicitation documents, amendments thereto, (2) the Contractor's bid response, and (3) SMTS and MoDOT's acceptance of the bid by post-award contract or purchase order.

1.17.2 A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

1.18 BID POSTPONEMENT AND AMENDMENT

SMTS reserves the right to revise or amend the Technical Specification requirements or any BID requirements up to the time set for submission of the bids. Such revisions and amendments, if any, shall be issued in writing by amendments to this IFB. Copies of such amendments shall be furnished to all prospective bidders. If the amendments significantly change the BID, the date set for bid submission may be postponed by such number of days as in the opinion of SMTS shall enable bidders to revise their bids. In any case, the bid due date shall be at least five working days after the last amendment and the amendments shall include an announcement of the new date, if applicable, for bid submission.

1.19 ACCEPTANCE OF BIDS

SMTS reserves the right to reject any and all bids or any portion of a specific bid and to waive any informalities or irregularities in any bids received.

Issuance of the IFB and receipt of bids does not commit SMTS to award an Agreement. SMTS reserves the right to postpone opening for its own convenience, to accept or reject any or all bids received in response to this IFB, to negotiate with other than the selected bidder should negotiations with the first selected bidder be terminated, to negotiate with more than one bidder simultaneously, or to cancel all or part of this IFB. SMTS may require selected bidders to participate in negotiations and submit such cost or technical data or other revisions of its bids as may result from the negotiations.

SMTS will accept the bid based on the evaluation criteria stated in this IFB.

Upon acceptance in writing by SMTS of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final Agreement documents. The written Agreement shall bind the bidder to furnish and deliver at the price proposed and in accordance with conditions of the accepted bid and this IFB, as negotiated.

1.20 SINGLE BID RESPONSE

If only one bid is received in response to the IFB, a sample of two (2) projects awarded to the bidder within the past two (2) years along with references will be requested of the bidder. SMTS will contact references to confirm the adequacy of project performance prior to awarding the contract to the single respondent. Price analysis will be used when price reasonableness cannot be established

based on catalog or market price of a commercial product sold in quantity or set by law or regulation. FTA Circular 4220.1F specifies that single bids must be considered as non-competitive negotiations and negotiated procurement procedures must be followed.

1.21 PROTEST PROCEDURES

An IFB award protest must be submitted in writing and must be received by SMTS, Inc. within ten (10) calendar days after the date of award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next state business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information:

- Name, address, and phone number of the protester.
- Signature of the protester or the protester's representative.
- IFB title; "SMTS, Inc. Rehabilitation and New Construction of Transit Facility IFB #2025-01"
- Detailed statement describing the grounds for the protest; and
- Supporting exhibits, evidence, or documents to substantiate claim.

Protests are to be in written form and filed by email. Return receipt requested to:

Tracy Jones, Executive Director

SMTS, Inc.

tracy@ridesmts.org

SMTS will notify the Missouri Department of Transportation of any protests received. A written determination will be provided to the protestor by SMTS, Inc.

1.22 ASSIGNABILITY

Contractor thereof, may assign neither the resulting Agreement, nor any portion without the written consent of SMTS first having been obtained. Any attempt by the Contractor to assign any performance of this Contract without the written consent of SMTS shall be null and void and shall constitute a breach of this Contract.

The terms and provisions of the Contract Documents shall be binding upon SMTS and the contractor and their respective partners, successors, heirs, executors, administrators, assigns and representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by SMTS of the subcontractor, which approval shall not be unreasonably withheld. SMTS may assign its rights and obligations under the Contract to any successor to the rights and functions of BCRTA or to any governmental agency to the extent required by applicable laws and governmental regulations or to the extent BCRTA deems necessary or advisable under the circumstances.

1.23 INSURANCE

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

1.23.1 General Liability: Not less than \$500,000 for any one person in a single accident or

occurrence and not less than \$3,300,000 for all claims arising out of the accident or occurrence for liability for bodily injury, property damage, and personal and advertising injury;

1.23.2 Business Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,300,000 for all claims arising out of any single accident or occurrence covering owned, rented, borrowed or hired vehicles associated with the work;5

1.23.3 Missouri State Workers' Compensation coverage or equivalent in accordance with Missouri state law. Coverage shall be extended to include \$1,000,000 employer's liability insurance.

1.23.4 The required limits in Sections 1.23.1 and 1.23.2 can be met in any combination of primary and excess / umbrella liability policies.

1.23.5 For General Liability and Business Automobile Liability insurance policies listed above, the Offeror will be required to name SMTS, Inc. and the Missouri Department of Transportation and its employees as additional insureds. Additional Insured status can be provided by indicating such on the certificate of insurance or by attaching a separate additional insured endorsement to the certificate of insurance. The address for Additional Insured status on the certificate of insurance or endorsement shall be: **SMTS, Inc., PO Box 679, 700 E Hwy 72, Fredericktown, MO** and **MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102.**

1.24 LIQUIDATED DAMAGES

In accordance with RSMo 8.960, retainage is not allowed to be automatically applied. However, in the event the successful Contractor fails to complete the scope of work in the time specified, and in accordance with plans, specifications, and addenda, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$1,100 per day, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed the amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days, SMTS may withhold payment for any of the following reasons, or as determined by the engineer of record:

- Unsatisfactory job progress
- Defective construction work or material not remedied
- Disputed work
- Failure to comply with any material provision of the contract
- Third-party claims filed or reasonable evidence that a claim will be filed
- Failure to make timely payment for labor, equipment, or materials
- Damage to a contractor, subcontractor, or material supplier
- Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
- Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract, and which result in a violation of any federal, state, or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

1.25 GOVERNING LAW

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

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

1.25.2 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 SMTS 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.

1.25.3 Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

1.26 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 onsite 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 noncompliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

1.27 OPEN COMPETITION AND IFB DOCUMENT

1.27.1 It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise SMTS if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received by Friday, July 18, 2025, at 5:00 PM CST.

1.27.2 Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions must be submitted to SMTS by Friday, July 18, 2025, at 5:00 PM CST.

1.27.3 Vendors are cautioned that the only official position of SMTS is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

1.27.4 The IFB is available for viewing and downloading on the LPA's website. Contractor's prequalified by LPA's Pre-qualification process as described in EPG 136.9.4.1.1.14.2.3 are electronically notified of those bid opportunities that match the commodity codes for which the

vendor registered in LPA's system. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on LPS's System.

1.27.5 SMTS reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the emails sent by SMTS to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received email notification of the bid opportunity when the IFB was established prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

1.28 SEVERABILITY

Should one or more of the provisions contained in the Agreement be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remainder of the Agreement shall be unaffected. The affected provision shall be amended or interpreted, if possible, so as to correct the deficiency and give effect to the intent of the parties.

1.29 AUTHORIZED REPRESENTATIVES AND NOTICES

The Contractor shall designate a representative to represent its organization and act on its behalf. This agent shall have the authority to make binding and enforceable decisions in the name of the Contractor and to accept all notices that SMTS desires to serve, or that are required by the Agreement to be served, on the Contractor. At the start of the Work, the Contractor shall advise SMTS, in writing, of the name, address, and telephone number (both day and night) of such designated agent. The Contractor shall notify SMTS promptly of any changes in this designation.

SMTS shall likewise designate its representative and shall notify the Contractor in writing of the name of such representative and of any subsequent change in such designation.

Any notices provided for hereunder may be served in person on the representative of either party or may be sent by registered mail to the address of either party.

1.30 SUBCONTRACTORS

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

1.30.2 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.

1.30.3 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.

1.31 PROHIBITION OF EMPLOYMENT OF UNAUTHORIZED ALIENS

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

tax abatement, or loan from the state, the business entity shall:

By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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.

1.32 NONWAIVER

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.

1.33 RELEASE OF INFORMATION

The Contractor shall not release any information, including the award of Contract or the Contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from the proper authorities of SMTS.

1.34 CANCELLATION OF CONTRACT

SMTS 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 SMTS 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.

1.35 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.

1.36 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 SMTS, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of SMTS's acceptance of or payment for said equipment, supplies, and/or services.

1.37 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 SMTS. 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.

1.38 INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless SMTS 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

1.39 CONSULTANT'S AUTHORITY

SMTS may employ a consultant in any manner it sees fit in connection with the Agreement, including but not limited to having the Consultant participate in any or all meetings with the Contractor or its subcontractors, review and comment on any or all documents from the Contractor or subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work, wherever conducted. The Consultant shall act as advisor in all aspects to SMTS.

SMTS may give the Consultant the authority to act on behalf of SMTS. In the absence of a written statement setting forth the Consultant's authority, the Contractor shall not accept any instructions, written or oral, directly from the Consultant.

1.40 TESTS AND INSPECTIONS

No equipment, supplies, and/or services received by SMTS pursuant to a contract shall be deemed accepted until SMTS has had reasonable opportunity to inspect said equipment, supplies, and/or services. The Contractor shall grant access to all parts of the work.

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

SMTS reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

SMTS's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

1.41 APPROVALS

As called for in the Agreement, the Contractor will provide documents for approval by SMTS. Any

approval or conditional approval with comment signifies permission to the Contractor to proceed with the Work and indicates, but does not warrant, that SMTS has seen nothing in the document at variance with the Agreement. The Contractor's proceeding with the Work prior to this approval is at the Contractor's own risk. Neither approval nor conditional approval with comment shall relieve the Contractor of any of his responsibilities under the Agreement.

1.42 EXCEPTIONS TO THE SOLICITATION

SMTS intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this IFB. Bidders are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the bid.

1.43 CONFLICT OF INTERESTS

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

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

1.44 SALES AND USE TAX EXEMPTION

SMTS, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062RSMo 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.

1.45 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by SMTS, Inc.'s authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to SMTS, Inc.'s authorized representative. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of SMTS, Inc.'s authorized representative shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute

Unless otherwise directed by SMTS, Inc., Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SMTS, Inc. and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMTS, Inc. or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.46 ADDITION/DELETION OF SERVICES AND PRODUCTS

SMTS reserves the right to add and/or delete services or products to this contract. Should a service/product requirement be deleted, payments to the Contractor will be reduced proportionately to the amount of service/product reduced in accordance with the bid price. Should additional services/products be required from this Contract, prices for such additions will be negotiated between the Contractor and SMTS.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in the scope.

1.47 ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

1.48 CONTRACTOR CHANGES

Any proposed change in this Contract shall be submitted in writing to SMTS, Inc. for its prior approval.

1.49 PROHIBITED INTEREST

No Members, Officers, or Employees of SMTS, Inc. during his/her tenure, or up to one year thereafter, shall have any interest, direct or indirect, in this contract, or the proceeds thereof. No Member, or Delegate, to the Missouri State Legislature, or to the Congress of The United States,

shall be admitted or entitled to any share of any part of this purchase, or any benefit arising there from. No relative of any member of SMTS, Inc., its Board of Directors, or its Employees by blood or marriage within the third degree shall benefit from the proceeds of this contract.

1.50 PERSONAL PROTECTIVE EQUIPMENT

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

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:

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.

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.

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.

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.

1.51 SPILL PREVENTION AND CLEAN UP

The Contractor shall perform all deliveries to facilities in a safe and professional manner. The Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The Contractor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Contractor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The Contractor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. A Contractor's delivery truck operator must be present during delivery and take an active part in the prevention of spills. The delivery truck operator will take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and departure of the delivery truck, the delivery truck operator shall examine the lowermost drain and all outlets for leakage. If necessary, tighten, adjust or replace to prevent product from leaking.

1.52 PRODUCT TESTING

As stated in the Technical Specifications.

1.53 CONTRACTOR LICENSE REQUIREMENT

The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of their business. The Contractor shall keep themselves fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

The Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Missouri Register of Contractors. The Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract.

1.54 SERVICE AND PARTS

1.54.1 INSTRUCTIONS

As required by Part II, PROJECT MANUAL AND SPECIFICATIONS-THE REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY.

1.54.2 ENGINEERS

As required by Part II, PROJECT MANUAL AND SPECIFICATIONS-THE REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY..

1.54.3 DOCUMENTS

As required by Part II, PROJECT MANUAL AND SPECIFICATIONS-THE REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY.

1.55 DELIVERIES

1.55.1 UNAVOIDABLE DELAYS

If the delivery of completed product under this Contract should be unavoidably delayed, SMTS shall extend the time for completion of the Contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and, in fact, caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

All delays in, or failure of, performance by either party under this contract shall not constitute default hereunder, or give rise to any claim for damages, if such delays or failures are caused by circumstances beyond the control of the party concerned, including by way of specification, without limitation, decrees of government, acts of God, fire, floods, explosions, acts of military, sabotage, or crime.

1.55.2 NOTIFICATION OF DELAY

The Contractor shall notify SMTS Executive Director as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

1.55.3 REQUEST FOR EXTENSION

The Contractor agrees to supply, as soon as such information are available, any reasonable proofs that are required by the Executive Director to make a decision on any request for extension. The Executive Director shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Executive Director shall notify the Contractor of his decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

1.55.4 PREDELIVERY TESTS AND INSPECTION

The pre-delivery tests and inspections shall be performed at the Contractor's or subcontractor's plant. They shall be performed in accordance with the procedures defined in Part II Technical Specifications.

1.55.5 ACCEPTANCE OF PRODUCT

The product shall undergo tests defined in Part II Technical Specifications after installation of each segment of Contract.

1.55.6 REPAIRS AFTER NONACCEPTANCE

SMTS will require the Contractor, or its designated representative, to perform the repairs after non-acceptance. Contractor shall provide a time schedule for repair and re-testing for SMTS approval.

1.55.7 REPAIRS BY CONTRACTOR

If SMTS requires the Contractor to perform repairs after non-acceptance of the system, the Contractor's representative must begin work within five working days after receiving notification from SMTS of failure of acceptance tests.

1.55.8 COMMUNICATIONS

1.55.9 CONFIRMATIONS

Official communications in connection with this Contract shall be in writing and shall be delivered personally or by electronic mail, FAX, telex, telegram, TWX or by regular, registered mail, or certified mail addressed to the officer(s) or employee(s) of SMTS and of the Contractor designated to receive such communications. Any correspondence using electronic mail shall also be submitted in hardcopy format using any of the other delivery types noted. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

1.55.10 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressee or designated agent.

1.55.11 COMMUNICATIONS WITH SMTS OFFICIALS DURING THE BID PROCESS

With respect to the IFB, Bidders shall not communicate with SMTS officials, other than the Executive Director, after the bid issuance through the time of final award, unless specific permissions have been obtained from the Executive Director.

Failure to conform to this requirement may result in the Bidders being disqualified for reasons of having obtained non-competitive advantages.

1.56 INSTRUCTIONS TO BIDDERS

1.56.1 BIDS

By submitting a bid, the contractor represents that it has thoroughly examined and become familiar with the Work required under this IFB and that it is capable of performing quality work to achieve the objectives of SMTS.

SMTS is not responsible for any costs incurred by the bidders prior to award and execution of an agreement. Contractors shall not include any such expenses as part of their bids.

Bids shall be submitted in accordance with the following instructions. Failure to comply with the instructions included in this Section may disqualify the bidder from further consideration.

1.56.2 BID SUBMISSION DATES

The bid submission date and time deadline is specified in Part I, Section 1.1. Only bids received on

or before the submission deadline will be considered. SMTS will consider extending the submission deadline only if this extension is requested at least two weeks before the initial submission date or for reasons beyond the control of the bidder.

SMTS reserves the right to change its requirements prior to the bid submission date for bidders. Any such change will be provided as an addendum to the IFB. SMTS will consider extension of the submission date if the addendum causes the bidders to require more preparation time.

Any extension of the bid submission date will be granted equally to all bidders.

1.56.3 BID FORMAT

For submittal of paper bids, the complete set of bidding documents includes all information through the Buy America Certifications. The Technical Drawings and Project Manual are for the bidder's information only and are not to be returned with the bid.

If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to Tracy Jones, Executive Director. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**

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

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.

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

For paper bids, staple approved alternates, and 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)

1.56.4 CONTENTS OF BID

Each bid shall contain all of the information listed below.

1. Name of Firm
2. Identification and Contact Information of Owners
3. Brief History of said Firm
4. Services to be provided by Firm
5. Services to be provided by Sub Consultants
6. Experience with Relevant Projects Designed by Firm
7. Experience with DBE Entities, and identified use of certified DBEs
8. Experience in working with the Federal Transit Administration (FTA) or MoDOT
9. Qualifications of Key Personnel for this project, including designated Project Manager
10. Professional References
11. List of Projects of similar size currently underway
12. List of Projects of similar size your firm has completed in the past five (5) years, complete with
13. Contact information of project owner
14. Required Signature Pages

Selection of the firm will be based on the Bids received by SMTS, Inc. A Review Panel consisting of representatives of SMTS, Inc. and the Missouri Department of Transportation will be established to examine bids for responsiveness and determine responsible bidders.

1.56.4 CONTRACT TIME

- A. Perform the Work in 120 calendar days.
- B. The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

1.57 CONTRACT DOCUMENTS IDENTIFICATION

The contract documents are identified as BID SET – CONSTRUCTION DRAWINGS, September 27, 2024, and PROJECT MANUAL AND SPECIFICATIONS FOR THE REHABILITATION AND NEW CONSTRUCTION OF SMTS, INC. TRANSIT FACILITY- August 9, 2024, as prepared by Taylor Engineering and consultants, located at 109 E. Columbia, Farmington, MO. This includes both printed documents and electronic media.

1.57.1 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Bid Document are available only to general contractors.
- C. Partial sets of Bidding Documents will not be issued.
- D. Bid Documents are available upon payment of \$225.00 (hard copy), \$115.00 (Online Procurement), non-refundable, to Taylor Engineering. Make check payable to Taylor Engineering
- E. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.57.2 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Taylor Engineering if documents are incomplete.
- B. Immediately notify Taylor Engineering upon finding discrepancies or omissions in Bidding Documents.
- C. Documents are available for examination at the office of Taylor Engineering. 573-756-9226 by appointment only

1.57.3 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Joe Gabel, at the office of Taylor Engineering.
- B. Verbal answers are not binding on any party.
- C. Submit questions by 5 PM CST Friday, July 18, 2025. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be sent to known Bidders and registered plan holders. Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum.

1.57.4 PRODUCT SUBSTITUTIONS

Requests for Product substitutions are not permitted before execution of Agreement.

1.57.5 PRICING BREAKDOWN

The bidders' prices shall be submitted in this section.

The pricing for equipment, including options and unit prices, shall include items such as cement, sheetrock, bollards, panelboards, light fixtures, paint, air handling units, etc. Tables shall include the necessary information as indicated in the signature blocks.

APPENDIX A - MISSOURI STATE REQUIREMENTS

NONDISCRIMINATION

The Offerors shall comply with all state and federal statutes applicable to the Offerors 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).

INCORPORATION OF FEDERAL CLAUSE PROVISIONS

The Federal Clause provisions of **Appendix B** - The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any PURCHASER request, which would cause PURCHASER to be in violation of the FTA terms and conditions.

Contractor acknowledges that they have received and shall comply by the Federal Clause provisions of **Appendix B**.

REQUIREMENTS TO DO BUSINESS IN MISSOURI

Out-of-state Offerors must comply with the following requirements to do business in Missouri:

1. Registration with Secretary of State: 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 execution of the Resulting Agreement, the successful Offeror shall submit to SMTS, Inc. a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.
2. Transient Employer Certificate: All out-of-state Contractor's providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

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 (5,000) by the State or by any political subdivision of the State to any Contractor, or for any Contractor receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

1. Enrollment in Federal Work Authorization Program: 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 Contractor 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 Contractors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and titled ***Worker Eligibility Verification*** and is found on the next page”

Conflict of Interest

Each Proposer covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

DBE Participation Encouraged

The Disadvantaged Business Enterprise (DBE) goal for this solicitation is **4%**. A listing of accepted DBE firms can be found on the Missouri Regional Certification Committee (MRCC). Click on the MRCC Directory at the following link: <https://www.modot.org/welcome-business-development-and-compliance> . By submitting a proposal or entering into any Resulting Agreement, Contractor acknowledges that they have received and shall comply by the DBE, Prompt Payment, Return of Retainage Payments provisions of **Appendix B**.

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
title business name

empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Authorized Signature _____ Date _____

Attest _____ Date _____

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

BOX A – NON-COMPANY ENTITY

I certify that Kmart Department Stores (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's

Entity

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that Sears Roebuck (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please

Authorized Representative's

Company

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Big Lots (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

APPENDIX B FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

SMTS, Inc. receives funding from grants through the Federal Transit Administration (FTA) administered by the Missouri Department of Transportation. Since FTA funding will be used for this procurement, the successful respondent (contractor) will be required to comply with the federal statutes and regulations below. Please review carefully and indicate at the end of the clauses, as made part of **Section 7.9- Proposal Affidavit**, if you agree to comply with these requirements should you be the successful respondent. Return the Attachment B- Proposal Affidavit signature page with your proposal. NOTE: Your signed commitment within **Section 7.9- Proposal Affidavit** to comply is required for us to consider your submission to be responsive.

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of SMTS, Inc.'s requests which would cause SMTS, Inc. to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SMTS, MoDOT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VETERANS HIRING PREFERENCES

As provided in 49 U.S.C. § 5325(k), to the extent practicable, SMTS agrees and assures that each of its contractors: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or

national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of

Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The PURCHASER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the PURCHASER so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The PURCHASER agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The PURCHASER further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

SEAT BELT USE AND DISTRACTED DRIVING

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees

and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor agrees to include the preceding in its subcontracts at each tier and encourage its subcontractors to comply with these provisions.

FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The subrecipient agrees to include the requirements of this section in all contracts that may involve international air transportation.

CARGO PREFERENCE REQUIREMENTS

The Contractor agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MoDOT; and to include these requirements in all contracts issued pursuant to this contract when the contract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY EFFICIENCY

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

BUY AMERICA REQUIREMENTS

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, Pub. L. No. 117-58, and Pub. L. No. 117-58, §§ 70901-52 which provide that Federal funds may not be obligated unless all steel, iron, manufactured products and construction materials used in FTA funded projects are produced in the United States unless a waiver has been granted by FTA or the product is subject to a general waiver. The bidder must submit to Owner the appropriate Buy America certification with its bid. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. Construction materials that are required to be produced in the United States include the following:

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Construction materials do not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents, additives, items that are not incorporated into the finished project such as tools, scaffolding, and other contractor owned equipment.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to do so comply shall constitute a material breach of this contract.

SEISMIC SAFETY REQUIREMENTS

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CONTRACT WORK HOURS AND SAFETY STANDARDS

All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. (See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and basic records. (l) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges,

the Contractor must promptly notify SMTS.

The Contractor must also promptly notify SMTS, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement` or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

Record Retention

The Contractor will retain and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records

The Contractor agrees to provide sufficient access to FTA, Missouri Department of Transportation, SMTS, Inc., and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Access

to the Sites of Performance Contractor agrees to permit FTA, Missouri Department of Transportation, SMTS, Inc., and its contractor's access to the sites of performance under this contract as reasonably may be required.

Closeout

The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

Nondiscrimination in Federal Public Transportation Programs 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibit discrimination against employment

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age

The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) , PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMTS deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying The Contractor from future funding opportunities. Each third party contract The Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from SMTS. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SMTS. This clause applies to both DBE and non-DBE subcontractors.

Return Retainage Payments. SMTS agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment

from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The prime contractor must promptly notify, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. SMTS must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMTS.

The Contractor or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

The prime contractor shall utilize the specific DBEs listed unless the prime contractor obtains SMTS' written consent; and that, unless SMTS' consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals. Davis-Bacon Act and Copeland-Anti-Kickback Act

In accordance with the statute, the prime Contractor and its subcontractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, prime Contractor and its subcontractors must pay wages not less than once a week. SMTS and contractors must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. SMTS must report all suspected or reported violations to MoDOT.

Compliance with the Copeland-Anti-Kickback Act

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Act provides that each contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. SMTS must report all suspected or reported violations to MoDOT.

Subcontracts. The Contractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 C.F.R. § 5.12.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The Contractor agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The Contractor agrees that all applications and materials it submits to SMTS that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SOLID WASTE AND RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include procuring only items designated in guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TERMINATION

Termination for Convenience: SMTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in its best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMTS to be paid. If the Contractor has any property in its possession belonging to SMTS, the Contractor will account for the same, and dispose of it in the manner SMTS directs.

Termination for Default: SMTS may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the Contractor fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as SMTS may authorize in writing) after receipt of notice from SMTS specifying such failure. If the contract is terminated in whole or in part for default, SMTS may procure, upon such terms and in such manner as SMTS may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to SMTS for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, SMTS shall pay only such costs that result from obligations which were properly incurred by the contractor before the effective date of termination; and
2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Payment for completed supplies delivered to and accepted by SMTS shall be at the contract price. SMTS may withhold cash payments from amounts otherwise due the Contractor to pay for goods and services deemed by SMTS to be necessary to protect SMTS against loss due to default by Contractor or because of any lien or claim of lien.

SMTS shall be entitled to take other remedies that may be legally available. If, after notice of termination of Contractor's work pursuant to this contract, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that SMTS is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against SMTS shall be the same as and limited to those afforded to the Contractor set out in the section entitled "Disputes". In the event SMTS elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver shall not preclude SMTS from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: SMTS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to SMTS's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor of written notice from SMTS setting forth the nature of the breach or default, SMTS shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMTS from also pursuing all available remedies against the Contractor and its sureties for said breach or default. If it is later determined by SMTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SMTS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The Contractor agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that

SMTS's contract is in effect, Procure a commercial sex act during the period of time that SMTS's contract is in effect, or use forced labor in the performance of SMTS's contract or any sub subcontracts thereunder.

The Contractor must notify SMTS and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the Contractor by signing and submitting this contract certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
3. If a prospective Contractor cannot so certify, SMTS shall refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Contractor without MoDOT's written approval.

The Contractor will also include this flow-down requirement to all subcontractors at all lower tiers.

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

SMTS shall facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. The Contractor verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

Excluded or disqualified from participating in a covered transaction;

- Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or
- Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

LOBBYING

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A signed Certificate of Compliance will be required as part of this contract. The Contractor and its subcontractors, shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SMTS.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by SMTS's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, The Contractor mails or otherwise furnishes a written appeal to SMTS's authorized representative. In connection with such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of SMTS's authorized representative shall be binding upon the Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by SMTS, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Contractor and SMTS arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Contractor or SMTS shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CERTIFICATIONS

ANTI-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);

That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Qualifications, designed to limit independent proposals or competition;

That the contents of this proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and

That I have fully informed myself regarding the accuracy of the statements made in the affidavit.
Signed: _____

Company Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____

(Number used on Employer's Quarterly Federal Tax Return)

USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature of Company Official

Date: ____/____/____

Official's Title: _____

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions (ref 2 CFR 180.300)

_____ certifies, for purposes of RFP # _____ and _____ any
subsequent agreements with SMTS, Inc., that neither _____ nor its
principals is presently debarred, suspended, proposed for debarment, declared ineligible,
or voluntarily excluded from participation in this transaction by any Missouri State
Department or Federal department or agency.

Where _____ is unable to certify to the above statement in this
certification, an explanation shall be attached to this statement.

Signed: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The PURCHASER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the PURCHASER so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The PURCHASER agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The PURCHASER further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and sub-Contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Each nonexempt prime Contractor or sub-Contractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

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.

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

DBE Letter of Intent

To:

(Name of Proposer)

The undersigned intends to perform work in connection with the above project as a DBE (circle one):

Individual _____ Corporation _____ Partnership _____ Joint Venture _____

The Disadvantaged Business Enterprise status of the undersigned is confirmed:

1. On the reference list of Disadvantaged Business Enterprises dated _____; or

2. On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

The DBE contractor will perform this work at the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items:

Projected Commencement Date: ____/____/____

Projected Completion Date: ____/____/____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with SMTS, Inc.

Name of Disadvantaged Business Enterprise:

By: _____

Title: _____

Date: _____

DBE FIRM DATA SHEET

The prospective vendor is responsible for submitting the information requested below for all firms on the project team. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by MODOT
N = Not DBE-Certified by MODOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to this RFP.
(Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

Signature

Title

____/____/____
Date

PROPOSAL AFFIDAVIT

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, with all supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Title: _____

Company Name: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public: _____

My commission expires on _____

CONTRACTOR CHECKLIST

(Verification that all necessary documents are included)

This form must be completed and returned with the bid. Failure to return this form may be cause for considering your bid non-responsive.

Proposal Documents	Vendor Checklist	SMTS Checklist
Anti-Collusion Certification		
Compliance with Federal Lobbying Regulations		
Debarment and Suspension		
Affirmative Action and Equal Opportunity		
DBE Letter of Intent		
DBE Firm Data Sheet		
Addenda Acknowledgement		
Proposal Affidavit		
Buy America Certification		
Bids/Quotes - 3 copies		

STATE WAGE RATE DETERMINATION

Each prime contractor, contractor, subcontractor and subordinate shall furnish weekly a digital certified payroll of wages paid to each of their employees on all projects except those that do not contain Wage Rate Determinations by federal or Missouri law. Payroll information must also include workers on the project provided as part of a rental agreement. One certified copy of labor payrolls must be submitted for each week that work is performed. For contracts that include multiple projects, it is allowable for the work hours to be displayed per contract rather than per project. However, work that extends across multiple counties must be paid per the rate in each county if the wage rates differ between the counties. Optionally, the contractor can just pay the highest rate of all counties where work was performed that week in lieu of showing hours separately per county. Differing overtime and holiday rules may also trigger the need to break hours down per county.

Each payroll shall be accompanied by a statement of compliance signed by the contractor, subcontractor, or their agent who pays or supervises the payment of persons employed under the contract, and shall certify that the payroll for the pay period contains the information required and that such information is correct and complete (Certified Statement of Compliance).

The prime contractor must submit a certified copy of each weekly payroll within 7 days of the payment date of the payroll. The certified statement of compliance may be on the payroll itself or on a separate document. The prime contractor will be considered responsible for submittal of payrolls and certifications for all subcontractors on the project within 7 days as well. The certification must be digitally signed and submitted electronically. The prime contractor should be advised that failure to submit these payrolls within the 7-day period may result in delay in submittal of the engineer's payment estimates for those projects involved.

St Francois County Wage Rate Determination information follows:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 095
ST. FRANCOIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.71
Boilermaker	\$23.76*
Bricklayer-Stone Mason	\$47.67
Carpenter	\$54.34
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.35
Plasterer	
Communication Technician	\$23.76*
Electrician (Inside Wireman)	\$73.23
Electrician Outside Lineman	\$23.76*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$23.76*
Glazier	\$23.76*
Ironworker	\$70.77
Laborer	\$44.61
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$23.76*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$70.21
Group I	\$24.13*
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.17
Plumber	\$70.62
Pipe Fitter	
Roofer	\$60.27
Sheet Metal Worker	\$74.12
Sprinkler Fitter	\$23.76*
Truck Driver	\$23.76*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
ST. FRANCOIS County

Section 095

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$23.76*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$23.76*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$65.71
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$23.76*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

FEDERAL WAGE DETERMINATION

The federal minimum wage rate sets the baseline hourly pay rate covered by the Fair Labor Standards Act (FLSA), which employers nationwide must pay their employees. The U.S. federal government establishes the base federal minimum wage, outlines regulations for overtime compensation, and stipulates conditions for hiring young workers. This law defines the foundational standards that all states must meet or exceed.

The federal minimum wage serves as a baseline, ensuring a national minimum standard. Employers are required to adhere to the most substantial minimum wage applicable.

"General Decision Number: MO20250030 05/16/2025

Superseded General Decision Number: MO20240030

State: Missouri

Construction Type: Building

Counties: Carter, Howell, Iron, Madison, Oregon, Perry, Reynolds, St Francois, Ste Genevieve and Wayne Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The Contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least 13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/03/2025
1	01/31/2025
2	02/07/2025
3	03/07/2025
4	04/04/2025
5	04/11/2025
6	05/16/2025

ASBE0001-010 10/07/2024

CARTER, IRON, MADISON, PERRY, REYNOLDS, ST FRANCOIS, STE
GENEVIEVE & WAYNE COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 43.48	27.24

ASBE0063-004 11/01/2023

HOWELL & OREGON COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.22	13.64

BRMO0015-002 06/07/2023

CARTER COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.98	15.03

BRMO0015-011 04/01/2023

HOWELL & OREGON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.67	19.48

BRMO0015-016 06/01/2023

CARTER, HOWELL & OREGON COUNTIES

	Rates	Fringes
TILE SETTER.....	\$ 26.47	14.89

BRMO0023-002 06/07/2023

IRON, MADISON, PERRY, REYNOLDS, ST FRANCOIS, STE GENEVIEVE &
WAYNE COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.51	15.00

BRMO0023-004 06/07/2023

IRON, MADISON, PERRY, REYNOLDS, ST FRANCOIS, STE GENEVIEVE &
WAYNE COUNTIES

	Rates	Fringes
TILE SETTER.....	\$ 31.51	15.00

CARP0013-003 05/01/2024

IRON, MADISON, REYNOLDS & ST FRANCOIS COUNTIES

	Rates	Fringes
CARPENTER (Including Form Work)		
Projects \$1 million and over	\$ 36.57	21.85
Projects under \$1 million...	\$ 33.05	21.85

CARP0014-003 05/01/2024

CARTER, HOWELL, OREGON, PERRY, STE GENEVIEVE & WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 32.59	21.85

CARP1310-005 05/01/2024

	Rates	Fringes
CARPENTER (Floor Layer) (Vinyl Installation Only).....	\$ 40.08	21.85

ELEC0001-005 06/02/2024

CARTER, IRON, MADISON, PERRY, REYNOLDS, ST. FRANCOIS, STE.
GENEVIEVE, & WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.04	18.196

ELEC0453-004 09/01/2024

HOWELL & OREGON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.40	19.11

ELEV0003-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.73	38.435+a+b

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as
as vacation pay credit for employees with more than 5 years
of service, and 6% for less than 5 years of service

b) Eight paid holidays: New Year's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day Friday after
Thanksgiving Day, Veterans' Day and Christmas Day

ENGI0513-012 05/01/2024

HOWELL & OREGON COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 35.76	30.07
Bulldozer.....	\$ 35.76	30.07

Loader.....	\$ 35.76	30.07
Paver.....	\$ 35.76	30.07
Roller.....	\$ 35.76	30.07

 ENGI0513-016 05/01/2024

CARTER, IRON, MADISON, PERRY, REYNOLDS, ST FRANCOIS, STE
 GENEVIEVE & WAYNE COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..	\$ 35.76	30.07
Bulldozer.....	\$ 35.76	30.07
Loader.....	\$ 35.76	30.07
Paver.....	\$ 35.76	30.07
Roller.....	\$ 35.76	30.07

 IRON0396-011 08/07/2024

HOWELL & OREGON COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 41.67	31.25

 IRON0396-013 08/07/2024

CARTER, IRON, MADISON, PERRY, REYNOLDS, ST. FRANCOIS, STE.
 GENEVIEVE, & WAYNE COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 41.67	31.25

 * LABO0840-001 03/01/2025

HOWELL & OREGON COUNTIES

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 32.23	15.30
Common or General &		

Landscape.....	\$ 30.33	15.30
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* LABO1104-003 03/01/2025

CARTER & WAYNE COUNTIES

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 31.80	14.91
Common or General & Landscape.....	\$ 30.48	14.91

* LABO1104-004 03/01/2025

IRON, MADISON, PERRY, REYNOLDS, ST FRANCOIS & STE GENEVIEVE COUNTIES

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 32.23	15.91
Common or General & Landscape.....	\$ 30.93	15.91

PLAS0527-003 04/01/2023

IRON, MADISON, REYNOLDS, ST. FRANCOIS, & STE. GENEVIEVE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Projects \$10 million and over.	\$ 37.29	20.23
Projects under \$10 million..	\$ 36.59	20.23

PLAS0908-003 05/01/2024

CARTER, HOWELL, OREGON, PERRY, & WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.50	18.78

PLUM0562-011 07/01/2024

	Rates	Fringes
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PIPEFITTER, Includes HVAC

Pipe Installation		
Mechanical Contracts including all piping and temperature control work	\$ 48.66	22.79
under.....		
Mechanical Contracts including all piping and temperature control work	\$ 50.60	30.13
over \$7.0 million.....		
PLUMBER, Excludes HVAC Pipe		
Installation Mechanical Contracts including all piping and temperature control work	\$ 48.66	22.79
\$7.0 million & under.....		
Mechanical Contracts including all piping and temperature control work	\$ 50.60	30.13
over \$7.0 million.....		

ROOF0002-003 06/01/2024

CARTER, IRON, MADISON, OREGON, PERRY, REYNOLDS, & WAYNE COUNTIES

	Rates	Fringes
ROOFER.....	\$ 31.25	16.86

ROOF0002-008 03/01/2025

ST FRANCOIS & STE GENEVIEVE COUNTIES

	Rates	Fringes
ROOFER.....	\$ 40.00	22.05

ROOF0020-024 02/01/2025

HOWELL COUNTY

	Rates	Fringes
ROOFER.....	\$ 30.73	14.51

SFMO0669-003 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.93	27.52

SHEE0036-019 08/01/2022

IRON, MADISON, PERRY, ST FRANCOIS, STE GENEVIEVE, & WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 47.43	24.65

SHEE0036-027 07/01/2022

CARTER, HOWELL, OREGON, & REYNOLDS COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 30.74	16.64

* SUMO2010-029 03/08/2010

	Rates	Fringes
OPERATOR: Grader/Blade.....	\$ 22.80	10.78
PAINTER: Brush Only.....	\$ 16.44 **	6.01
PAINTER: Roller.....	\$ 16.44 **	6.01
PAINTER: Spray.....	\$ 18.79	8.12
TRUCK DRIVER: Dump Truck.....	\$ 25.57	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ""SA"", or ""SC"" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

""SU"" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ""SA"" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

BUY AMERICA CERTIFICATION

49 U.S.C. 5323j1

49 U.S.C. Part 661

Certification requirement for procurement of steel, iron, manufactured products and construction materials.

Certificate of Compliance with 49 U.S.C. 5323(j)(1), and 49 CFR Part 661, and Pub. L. No. 117-58, §§ 70901-52

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661, and Pub. L. No. 117-58, §§ 70901-52

Date _____

Signature _____

Company
Name _____

Title _____

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), 49 C.F.R. 661, and Pub. L. No. 117-58, §§ 70901-52 but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7 or Pub. L. No. 117-58, §§ 70901-52.

Date _____

Signature _____

Company Name

Title _____

Please Note – Sign in only one section