



Iowa Department of Transportation

SPECIAL PROVISIONS FOR WORK IN THE STATE OF MISSOURI

Decatur County
IMX-035-1(154)0--02-27

Effective Date
May 19, 2015

THE STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

120315.01 WORK IN THE STATE OF MISSOURI.

The following provisions shall apply to work done in the State of Missouri:

- A. In addition to the requirement of Article 1102.04 of the Standard Specifications, the Contractor shall comply with the following:

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Bidding". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

- B. In addition to the requirement of Article 1103.05 of the Standard Specifications, the Contractor shall comply with the following:

Prior to commencement of construction, secure and deliver the attached bond form in the full amount of the construction work to be performed in Missouri under the contract with the Iowa DOT from a commercial surety qualified and authorized to do business in the State of Missouri. The Iowa DOT will provide the awarded contractor a breakdown of costs to use in complying with this requirement.

- C.** In addition to the requirement of Article 1107.02 of the Standard Specifications, the Contractor shall comply with the following:

Carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Missouri Highways and Transportation Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

- D.** In addition to the requirements of Article 1107.12 of the Standard Specifications, the Contractor shall comply with the following:

Defend, indemnify and hold harmless Missouri, including its members and 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 wrongful or negligent performance of its obligations under the contract with Iowa.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____

as surety, are held and firmly bound unto the State of Missouri in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said State of Missouri or to its certain agents, attorneys, assigns, or to the Missouri Highways and Transportation Commission, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the State of Missouri acting by and through the Missouri Highways and Transportation Commission, said contract being marked.

Route:

County:

Job No.:

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said

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contract, or within any additional time granted by the Missouri Highway and Transportation Commission or its Chief Engineer, under authority from said Commission of Missouri, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

Surety

ATTEST: (SEAL)

By _____

Title _____

Address – Agent or Broker

Street

City

Name and Street Address of Agent to Whom All Correspondence Should be Directed Relating to Contract and Bond.

Name

Street

City, State