CCO FORM: RW16 Route

Approved: 12/92 (TLP) City or County

Revised: 1/00 (RMH) Project Number

Modified: Parcel

**PROPOSAL FOR APPRAISAL WORK**

(1) RECEIPT OF SEALED BIDS: The Missouri Highways and Transportation Commission ("Commission") is receiving sealed proposals for right-of-way appraisal work until  , local time, on the  day of  , 20\_\_\_, at which time the proposals will be opened and publicly announced to those in attendance.

(2) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the \_\_\_\_\_\_\_ agrees as follows:

(A) Civil Rights Statutes: The \_\_\_\_\_\_\_\_ shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.) In addition, if the  is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act."

(B) Executive Order: The \_\_\_\_\_\_\_ shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order, which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the \_\_\_\_\_\_\_ or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The \_\_\_\_\_\_\_ shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The \_\_\_\_\_\_\_\_ shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The \_\_\_\_\_\_\_\_ shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including

employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the \_\_\_\_\_\_\_\_. These apply to all solicitations either by competitive bidding or negotiation made by the \_\_\_\_\_\_\_ for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the \_\_\_\_\_\_\_\_ of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The \_\_\_\_\_\_\_ shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the \_\_\_\_\_\_\_\_ is in the exclusive possession of another who fails or refuses to furnish this information, the \_\_\_\_\_\_\_\_ shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the \_\_\_\_\_\_\_\_ fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the \_\_\_\_\_\_\_\_\_ complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The \_\_\_\_\_\_\_\_ shall include the provisions of paragraph \_\_\_\_ of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The \_\_\_\_\_\_\_\_ will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the \_\_\_\_\_\_\_ becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the \_\_\_\_\_\_\_ may request the United States to enter into such litigation to protect the interests of the United States.

(3) INCORPORATION BY REFERENCE: The following documents are incorporated by reference into this proposal: Instructions for Preparing Appraisals, Value Finding Appraisal Format.

(4) PERFORMANCE OF CONTRACT: The appraisal contract shall be executed and the specified proposal work shall be completed within \_\_\_\_\_ days of the date of the appraisal contract.

(5) PERSONAL SERVICES: This proposal is for the personal services of the undersigned, who shall perform the valuation service, execute the appraisal documents and if necessary, testify in any condemnation action.

(6) RIGHT TO REJECT ALL PROPOSALS: The Commission reserves the right to reject any and all proposals.

Tract No. Format Approach(es) Before/After Fee

Y or N

*See Attachment A for Additional Descriptions*

(7) INDEMNIFICATION: The  shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the  on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the \_\_\_\_\_\_\_\_\_ performance under this Agreement, the \_\_\_\_\_\_\_\_ assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The \_\_\_\_\_\_\_\_ also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the \_\_\_\_\_\_\_\_ for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the \_\_\_\_\_\_\_\_ and the Commission.

(9) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the \_\_\_\_\_\_\_\_, 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 this Agreement or affirm this Agreement and hold the \_\_\_\_\_\_\_\_ responsible for damages.

(10) WAGE LAWS: Contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of workmen required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the job site, in accord with 29 C.F.R. Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. §327, *et seq*.), and its implementing regulations. Contractor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The \_\_\_\_\_\_\_\_ shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the \_\_\_\_\_\_\_\_ with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the \_\_\_\_\_\_\_.

(13) AUDIT OF RECORDS: The  \_\_\_\_\_\_\_ must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension, and for three (3) years from the date of final payment made under this Agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

Mortgagee

ATTEST:

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Secretary

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by  this  day of  , 20\_\_.

Executed by the Commission this \_\_\_\_\_\_ day of  , 20\_\_.

MISSOURI HIGHWAYS AND

TRANSPORTATION COMMISSION

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title  Title

Attest: Attest:

By

Secretary to the Commission

Title

Approved as to Form: Approved as to Form:

Title

Commission Counsel

Ordinance No.

j:\contract\rw\rw16.doc

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF )

)

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT BY CORPORATION

STATE OF )

)

COUNTY OF )

On this  day of  , 20 \_\_\_\_, before me personally appeared  to me known, who being by me duly sworn did say that he/she is the (title) of (corporation name) and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: