



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

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 16, 2010	QUOTE DUE BY (DATE AND TIME): SEPTEMBER 28, 2010 (1:00 PM CDST) FAX BACK TO (573) 526-6796.	F.O.B. REQUIREMENTS: FOB DESTINATION
TO BE DELIVERED/COMPLETED NO LATER THAN: WITHIN 3 WEEKS OF 'NOTICE TO PROCEED' PLEASE PROVIDE BEST DELIVERY.	QUOTATION #: D5-11-008Q THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL SR. PROCUREMENT AGENT PHONE NUMBER: (573) 526-6956 FAX NUMBER: (573) 526-6796
District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102	Delivery Locations: See Attached Quote/Bid Specifications	

The Missouri Department of Transportation desires to establish pricing for Traffic Pole removal and install.

See Enclosed Specifications, Details and Pricing Pages

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #: Email:								
Printed Name and Title of Responsible Officer or Employee:	Signature:								
Is your company registered/certified with the State of Missouri as a (please circle): <table align="center" style="width: 100%;"> <tr> <td>MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td>YES</td> <td>NO</td> </tr> <tr> <td>WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td>YES</td> <td>NO</td> </tr> </table> Would your company like information on becoming a registered/certified MBE/WBE vendor? <table align="right" style="margin-right: 20px;"> <tr> <td>YES</td> <td>NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO							
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO							
YES	NO								

All responses to this Request for Quotation MUST be submitted with this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown or faxed in.



BID PROPOSAL

The Missouri Department of Transportation desires to establish pricing for the removal and installation of traffic signal pole.

Location

Missouri Blvd and Southwest Blvd, Jefferson City, MO. Existing traffic pole is located on the Northwest corner (in front of Sub Shop.)

Project Scope

Excavate and remove existing light pole. Form and pour a concrete base meeting the MODOT A-10 specification (see attached drawing); pull new wire from the base to the signal cabinet. Install steel pole and 35' arm onto concrete base. Attach and wire the two signal heads and mount the two signs.

MODOT to provide the following: One (1) Class C pole with 35' arm, two three (3) section signal heads, two (2) new signs and wire.

The removed traffic pole and other steel components shall remain property of MODOT and taken to the 'Auction Hill' at 830 MODOT Drive. All other components shall be discarded by the awarded contractor.

Unique Site Conditions

The awarded contractor shall be responsible for traffic control as per the MUTCD, per MODOT EPG section 616.23 "Traffic Control for Field Operations.

http://epg.modot.org/index.php?title=616.23_Traffic_Control_for_Field_Operations

Working hours are limited to 9 a.m. to 3 p.m., unless otherwise approved by the Project Coordinator, Kevin Eggemeyer (573) 690-5127. No work will be allowed on Holidays or weekends. All work shall be completed following the Missouri Standard Specification for Highway Construction, 2004 Edition and MoDOT Standard Plans for Highway Construction and its latest supplements.

The contractor shall be responsible for all locates of underground utilities, if necessary.

It is the sole responsibility of the contractor to do preliminary inspection of work site.

Related Information

Information from Standard Plans for Highway Construction

902.30P "Post Bases"

http://www.modot.org/business/standards_and_specs/documents/90240.pdf

902.40Q "Tubular Steel Post"

http://www.modot.org/business/standards_and_specs/documents/90230P_07_2010.pdf

Completion Date

Three weeks from the 'Notice to Proceed.'

Inspection

All work will be inspected by a MODOT Representative.



Bid/Proposal Guaranty and Contract Bond

N/A

Payment

Payment will be made only after the Project Coordinator completes the final inspection.

Prevailing Wage

The awarded contractor shall be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations. General Wage Order #54 for Cole County, as published by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

At the time of this bid, please note that 'Excessive Unemployment Is In Effect' which is defined by the Missouri Department of Labor as:

Excessive Unemployment and Restrictive States

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Contacts

If you have any questions regarding the Traffic Pole Installation, please call:
Kevin Eggemeyer at (573) 690-5127.

All other questions concerning this bid, you may contact Corey Duemmel at (573) 526-6956.

Liquidated Damages:

In the event the successful Contractor fails to complete the project within the time specified, 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 two-hundred dollars (\$200.00) 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 that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

Invoicing and Payment Requirements

The contractor shall submit an itemized invoice on Company Letterhead.

The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this



Bid Request D5-11-008Q Signal Light Replacement
Bid Opening September 28, 2010 1:00 pm CDST

document. Other than the payment specified on the pricing page, no additional charges, including fuel surcharges shall be made to the contractor for any reason.

Payment will only be made after the work is completed and inspected.

Award/Cancellation

Award will be made to the lowest total price to complete the project based on the listed specifications.

MoDOT reserves the right to cancel this bid at any time. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.



ADDITIONAL NOTES

All awarded bidders **MUST**:

1. Be in compliance with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144, their number is (573) 751-9268.
2. Be in good standing with the Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.
3. Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and

Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.

E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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

If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the needs within the bid.

Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoice.

Insurance

Contractor must carry the Liability Insurance as listed in the Terms and Conditions. Insurance should be submitted at time of bid.



PRICING/ENDORSEMENT PAGE

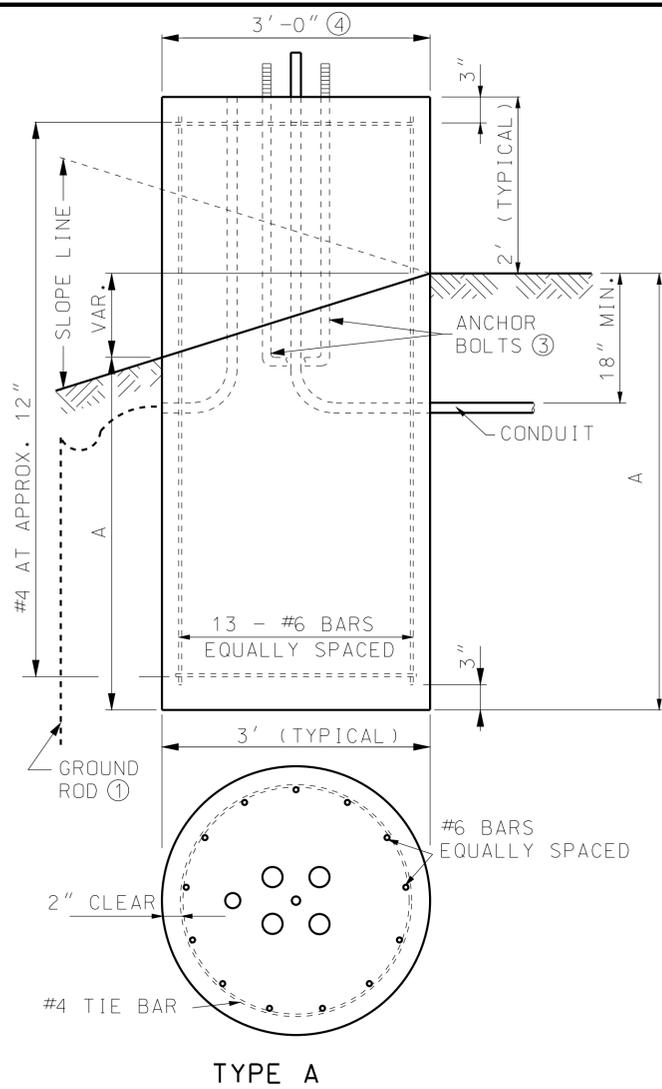
Pricing/Award

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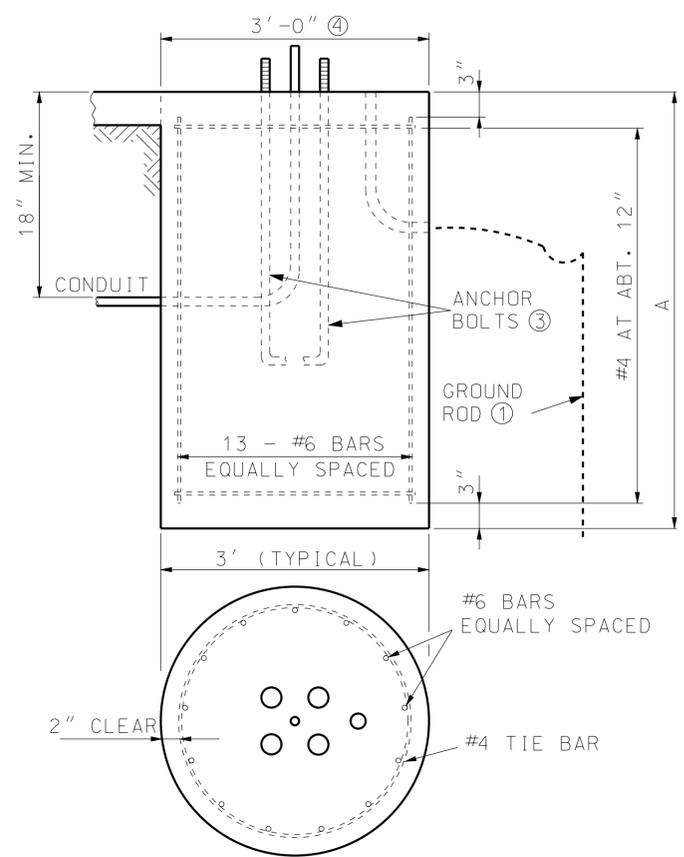
Proposed bidders price for the removal, excavation and installation of 'Traffic Light Pole and components.'

TOTAL PRICE \$ _____

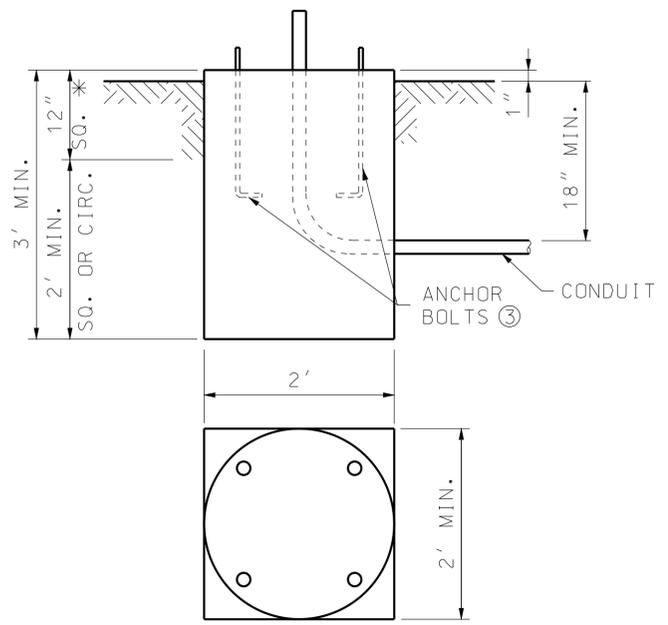
CONTRACTOR: _____
(Print)



TYPE A



TYPE F



TYPE C

* SURFACE OF BASE TO BE CONSTRUCTED SQUARE FOR A DEPTH OF 12".

- ① APPLICABLE ONLY WHERE CONTROLLER IS MOUNTED TO A SIGNAL POLE.
- ② BASE PLATE SHALL STAY WITHIN THE TOP OF THE POST BASE DIAMETER.
- ③ ANCHOR BOLT DIMENSIONS ARE SHOWN ON THE MANUFACTURER'S APPROVED DRAWINGS.
- ④ MAXIMUM BOLT CIRCLE DIAMETER IS 26". BASE PLATE SHALL STAY WITHIN THE TOP OF THE POST BASE DIAMETER.
- ⑤ ARM LENGTH DETERMINED BY LENGTH OF LONGEST ARM FOR TYPE B & BL SIGNAL POSTS.
- ⑥ BASE TYPE A OR F DETERMINED BY LOCATION OF POST BASE.
- ⑦ SOIL DEPTH, NO ROCK.
- ⑧ INCLUDE #4 TIE BAR.
- ⑨ WHEN CONCRETE BASE IS LOCATED WITHIN 8" CONCRETE DIVISIONAL ISLAND, EMBEDMENT LENGTH MAY BE REDUCED BY 1/2 DIAMETER OF THE DRILLED SHAFT.

POST BASES

POST BASES		
POST TYPE	ARM LENGTH (FEET) ⑤	BASE TYPE ⑥
C OR CL	15 - 25	A-9 OR F-9
C OR CL	30 - 35	A-9.5 OR F-9.5
C OR CL	40 - 55	A-10.5 OR F-10.5
B OR BL	15 - 25	A-10 OR F-10
B OR BL	30 - 35	A-11 OR F-11
B OR BL	40 - 55	A-12 OR F-12

STEEL AND CONCRETE REQUIREMENTS FOR POST BASES ③				
TYPE	BASES	#6 STEEL BAR		CONC. C.Y.
		LENGTH	WEIGHT LBS.	
A-9	9'-0"	10'-6"	260	2.88
A-9.5	9'-6"	11'-0"	270	3.01
A-10	10'-0"	11'-6"	285	3.14
A-10.5	10'-6"	12'-0"	295	3.27
A-11	11'-0"	12'-6"	271	3.40
A-12	12'-0"	13'-6"	335	3.67
F-9	9'-0"	8'-6"	210	2.36
F-9.5	9'-6"	9'-0"	220	2.49
F-10	10'-0"	9'-0"	235	2.62
F-10.5	10'-6"	10'-0"	250	2.75
F-11	11'-0"	10'-6"	260	2.88
F-12	12'-0"	11'-6"	285	3.14
C*				0.44

* SURFACE OF BASE TO BE CONSTRUCTED SQUARE FOR A DEPTH OF 12".

BASE EMBEDMENT IN SOLID ROCK	
SOLID ROCK ENCOUNTER POINT	REQUIRED EMBEDMENT FOR BASE TYPE
AT SURFACE	4'-9"
AT ONE-FOURTH NORMAL DEPTH	4'-0"
AT ONE-HALF NORMAL DEPTH	3'-3"
AT THREE-FOURTHS NORMAL DEPTH	1'-3"

1. REQUIRED EMBEDMENT DEPTHS CAN BE INTERPOLATED BETWEEN ENCOUNTER POINTS FOR OTHER SOLID ROCK ENCOUNTER DEPTHS.
2. NORMAL LENGTHS FOR ANCHOR BOLTS AND REINFORCING STEEL WILL BE REQUIRED.
3. CORE DRILL HOLES FOR ANCHOR BOLTS AND REINFORCING STEEL IN SOLID ROCK SHALL BE PROVIDED. CORE DRILL HOLES SHALL BE TWICE THE DIAMETER OF THE ANCHOR BOLT AND REINFORCING STEEL DIAMETER AND TO WITHIN 3 INCHES OF THE NORMAL BASE DEPTH.
4. IF SOIL, SHALE, GRAVEL, FRACTURED ROCK, OR VOIDS ARE ENCOUNTERED DURING CORE DRILLING, THE ROCK SHALL BE REMOVED TO THE POINT OF ENCOUNTER.
5. ANCHOR BOLTS AND REINFORCING STEEL SHALL BE GROUTED IN THE CORE DRILL HOLES WITH NON-SHRINK GROUT HAVING A MINIMUM STRENGTH OF 9,000 POUNDS IN 24 HOURS.
6. STRAIGHT ANCHOR BOLTS OF THE LENGTH SHOWN IN THE ANCHOR BOLT TABLE UNDER THE COLUMN "BOLT LENGTH" ARE ADEQUATE FOR USE IN GROUTED CORE DRILLED HOLES.

MoDOT MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 105 WEST CAPITOL JEFFERSON CITY, MO 65102
 1-888-ASK-MODOT (1-888-275-6636)

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

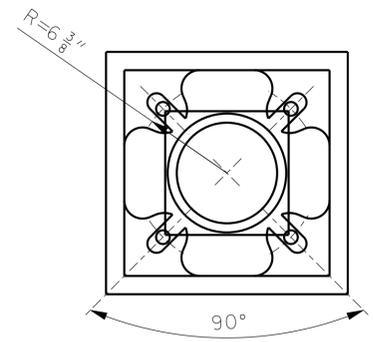
TRAFFIC SIGNALS
 POST BASES

DATE EFFECTIVE: 02/01/2008
 DATE PREPARED: 4/1/2010

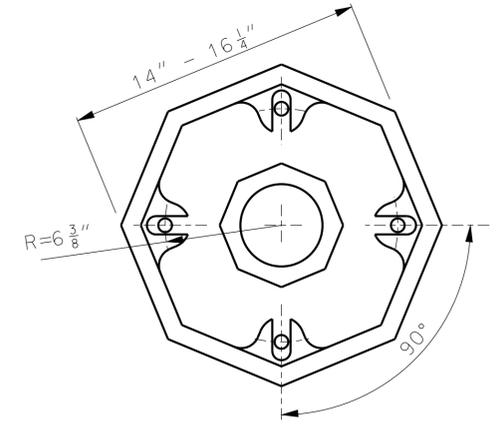
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SHEET NO. 1 OF 2

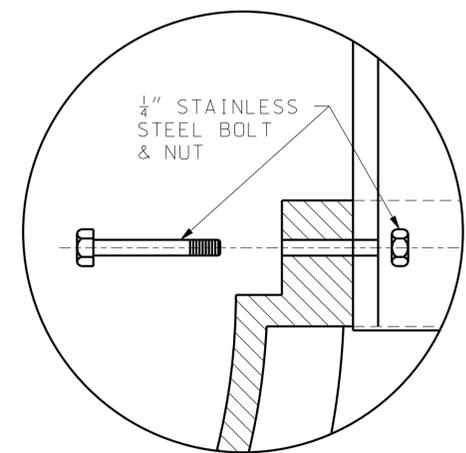
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



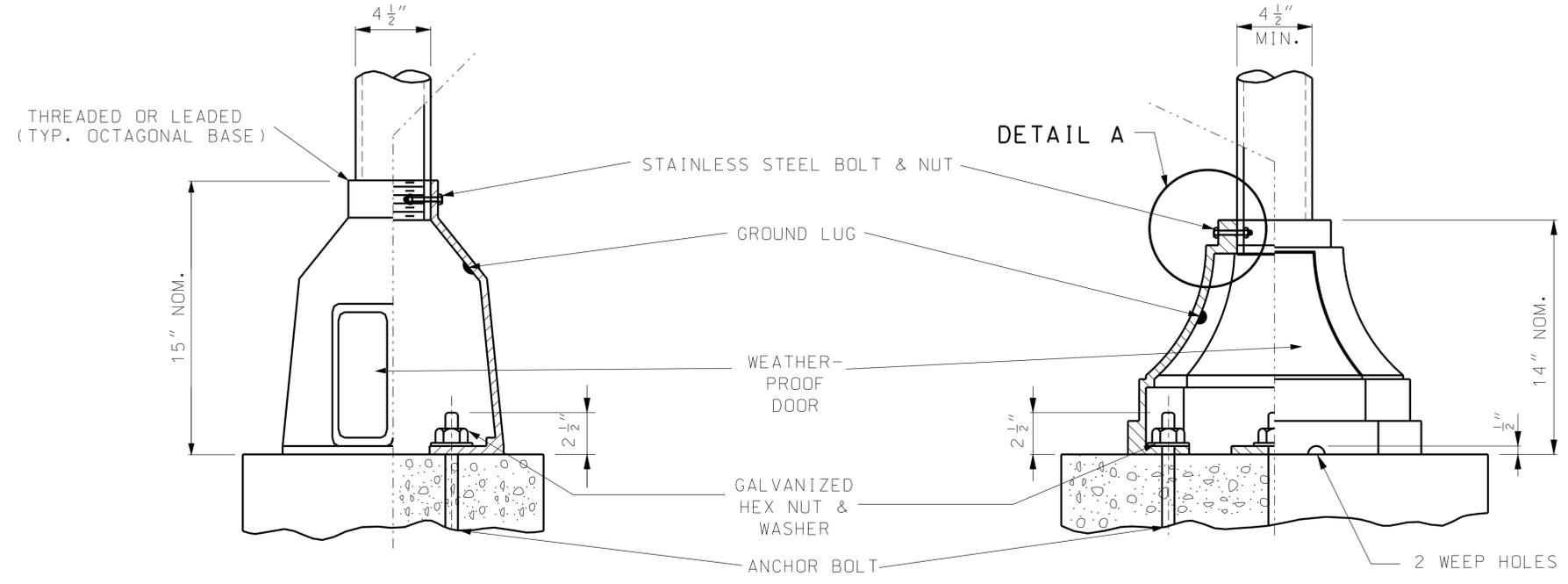
BOLT CIRCLE



BOLT CIRCLE



DETAIL A

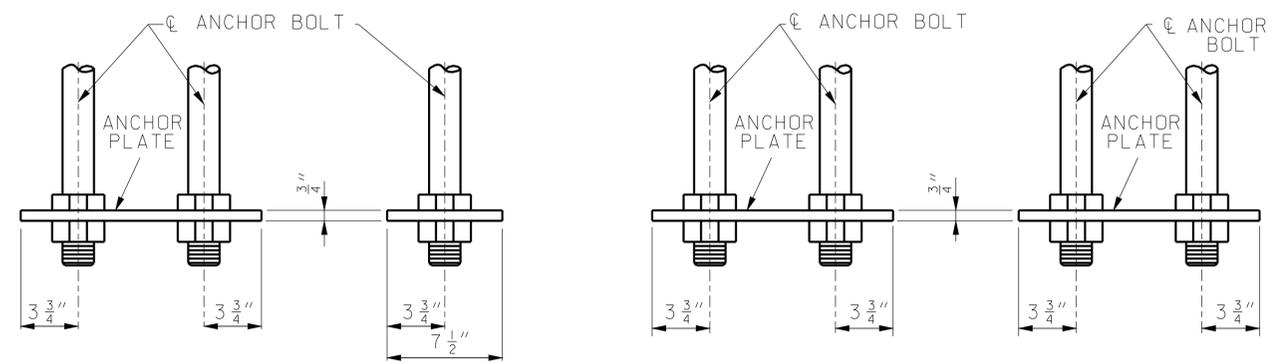


SQUARE

OCTAGONAL

CAST BASE

BOLT LENGTH INCHES	VERT. HT. A INCHES	THREAD LEN. B INCHES	DIA. C INCHES
19	17	1.50	0.625
57	51	7.00	1.250
79	73	7.50	1.500
94	88	8.00	1.750
121	115	8.50	2.000
120	114	9.00	2.250
146	140	9.50	2.500



SIDE VIEW

END VIEW

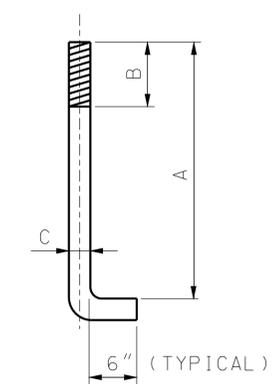
SIDE VIEW

END VIEW

TWO BOLTS PER PLATE
HEX NUT OR 5/16" FILLET WELD ALL AROUND BOTH SIDES

FOUR BOLTS PER PLATE
HEX NUT OR 5/16" FILLET WELD ALL AROUND BOTH SIDES

OPTIONAL STEEL PLATE FOR ANCHOR BOLTS



ANCHOR BOLT

NOTE:
ALL ANCHOR BOLTS SHALL BE FULLY GALVANIZED.

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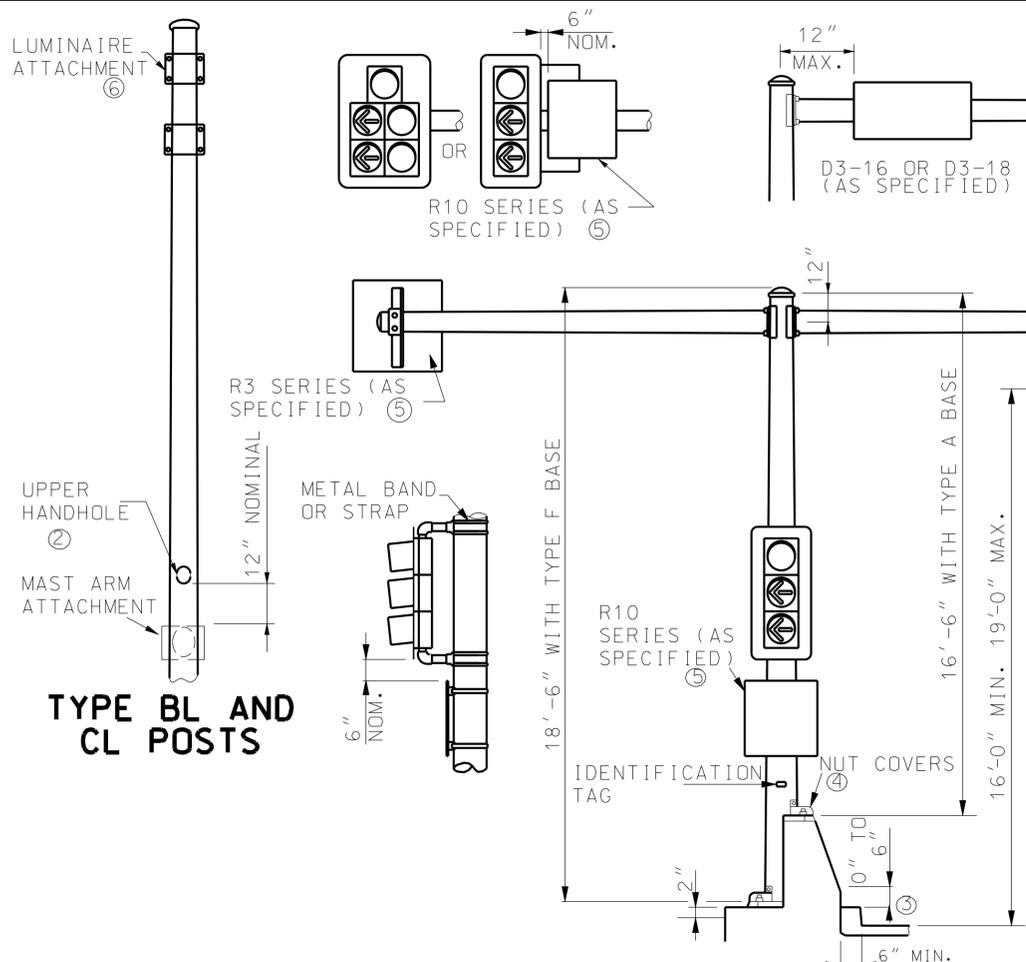
TRAFFIC SIGNALS
POST BASES

DATE EFFECTIVE: 02/01/2008
DATE PREPARED: 8/26/2009

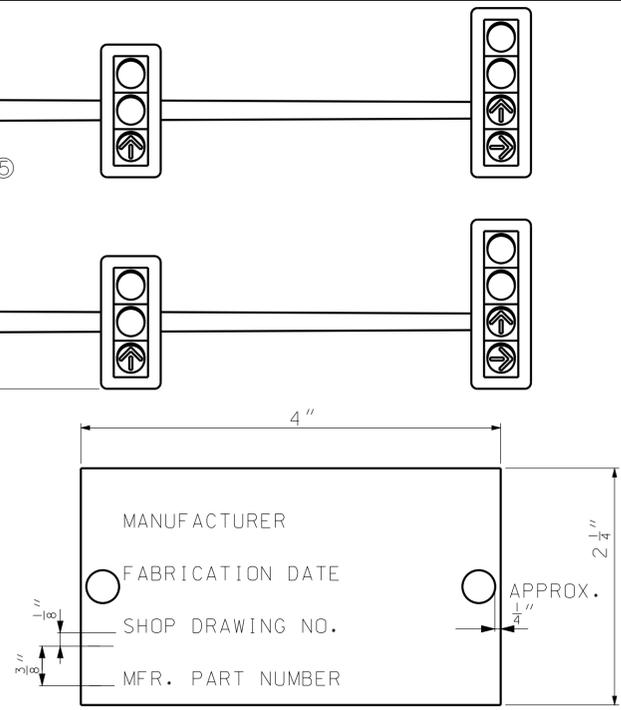
902.30P

SHEET NO. 2 OF 2

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

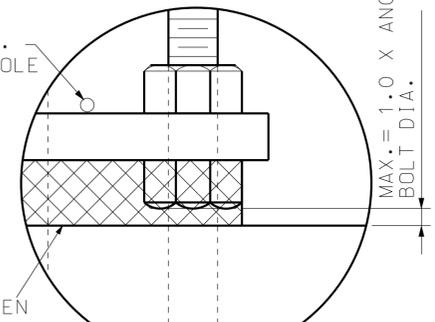


TYPE BL AND CL POSTS

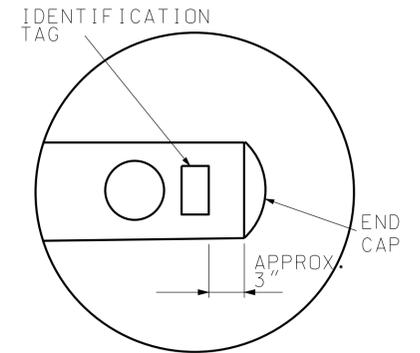


IDENTIFICATION TAG

ID TAG NOTE:
TAG SHALL BE ALUMINUM OR STAINLESS STEEL AND ATTACHED TO POLE OR MAST ARM USING TWO RIVETS OR STAINLESS STEEL DRIVE SCREWS. ID TAG HOLES SHALL BE DRILLED PRIOR TO GALVANIZING.



DETAIL A



DETAIL B

GENERAL NOTES:

ARMS SHALL BE RAKED UP 0.25" PER FOOT MINIMUM. ARMS SHALL BE PROVIDED WITH A PERMANENT MARKING INDICATING PROPER ORIENTATION FOR INSTALLATION.

SIGNALS AND SIGNALS SHALL BE VERTICAL. SIGNAL HEADS ON MAST ARMS SHALL BE TILTED FORWARD FROM THE TOP 3 TO 7 DEGREES FROM VERTICAL.

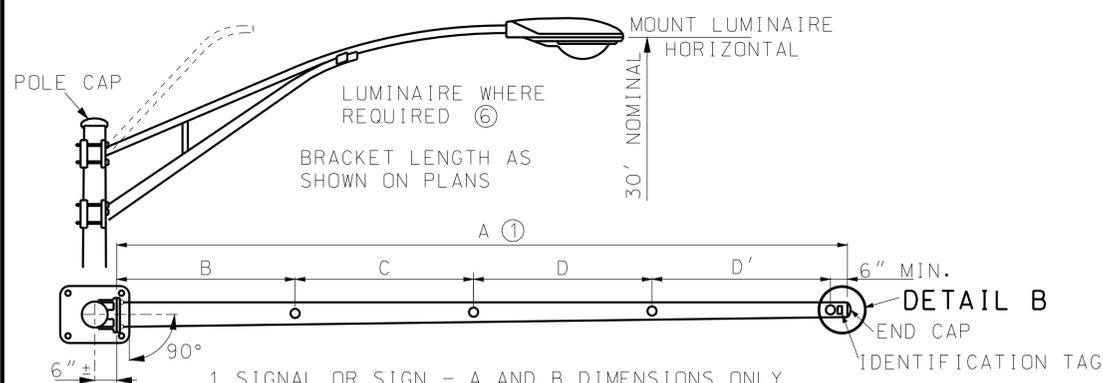
IF A SIGN EXCEEDS 42" IN LENGTH, TWO STRAP SUPPORTS ARE REQUIRED; AND IF A SIGN EXCEEDS 96" IN LENGTH, THREE STRAP SUPPORTS ARE REQUIRED.

TO DETERMINE LEFT OR RIGHT ON TYPE B OR C SIGNAL POST, VIEWING POSITION SHALL BE FROM THE CENTER OF THE INTERSECTION BEING CONTROLLED AND FACING THE SIGNAL INVOLVED.

TRAFFIC SIGNALS MOUNTED ON MAST ARMS SHALL BE FURNISHED WITH MOUNTING BRACKETS UTILIZING CABLES.

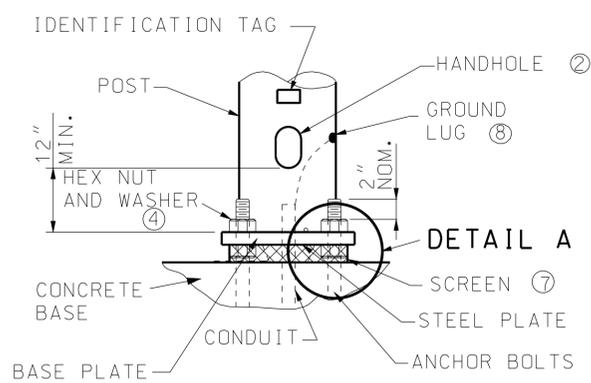
SEE STANDARD 902.30 FOR FOUNDATION AND ANCHOR BOLT DETAILS.

- ① ARM LENGTHS SHALL NOT EXCEED 55 FEET.
- ② HANDHOLES SHALL BE APPROXIMATELY 4" x 6 1/2". HANDHOLE FRAME SHALL BE REINFORCED SO THAT THE POLE STRENGTH IS NOT REDUCED.
- ③ 0" TO 6" VARIATION IN BASE HEIGHT IS FOR OBTAINING 16'-0" CLEARANCE. 0.13 C.Y. CONCRETE AND 3 LBS. REINFORCING STEEL PER 6".
- ④ POSTS SHALL BE FURNISHED WITH INDIVIDUAL NUT COVERS.
- ⑤ NO SIGN IN EXCESS OF 15.0 SQUARE FEET SHALL BE INSTALLED ON POSTS OR MAST ARMS. SIGNS EXCEEDING 8.0 SQUARE FEET SHALL BE LOCATED SO THAT THE EDGE OF THE SIGN IS NO MORE THAN 12" FROM THE CENTERLINE OF THE POST. D3 SERIES SIGNS, AS WELL AS SIGNS INSTALLED ON THE POST, SHALL BE MOUNTED WITH A STRAP TYPE SIGN SUPPORT. R10 SERIES SIGNS INSTALLED ON THE MAST ARM SHALL BE MOUNTED WITH A SIGN BRACKET ASSEMBLY.
- ⑥ SEE DRAWING 901.00 FOR TYPICAL BRACKET ARM MOUNTING FOR TYPE BL AND TYPE CL POSTS.
- ⑦ A GALVANIZED SCREEN SHALL BE USED BETWEEN THE POST BASE PLATE AND CONCRETE BASE. SCREENS SHALL BE PRESS-FORMED OF 3 OR 4 MESH, 21 GAGE OR HEAVIER, STAINLESS STEEL OR HOT-DIPPED GALVANIZED WIRE SCREEN OR APPROVED EQUIVALENT, THAT WILL PROVIDE A FRICTION-TIGHT FIT WHEN INSTALLED.
- ⑧ POST SHALL BE GROUNDED FROM GROUND LUG IN POST WITH # 6 AWG BARE COPPER WIRE TO CONDUIT SYSTEM. GROUND LUG SHALL BE 90° OR 180° FROM THE HANDHOLE.



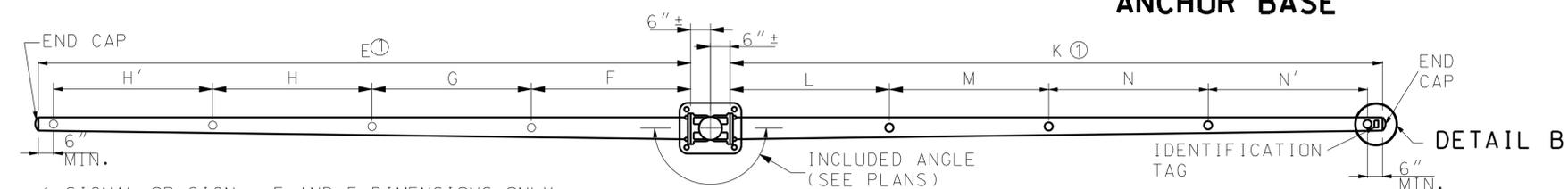
TYPE C AND TYPE CL (WITH LUMINAIRE)

- 1 SIGNAL OR SIGN - A AND B DIMENSIONS ONLY
 - 2 SIGNALS OR SIGNS - A, B, AND C DIMENSIONS ONLY
 - 3 SIGNALS OR SIGNS - A, B, C AND D DIMENSIONS ONLY
 - 4 SIGNALS OR SIGNS - A, B, C, D AND D' DIMENSIONS
- SEE TRAFFIC SIGNAL PLANS FOR DIMENSIONS.



STEEL PLATE AND ANCHOR BASE

- 1 SIGNAL OR SIGN - K AND L DIMENSIONS ONLY
 - 2 SIGNALS OR SIGNS - K, L, AND M DIMENSIONS ONLY
 - 3 SIGNALS OR SIGNS - K, L, M, AND N DIMENSIONS ONLY
 - 4 SIGNALS OR SIGNS - K, L, M, N AND N' DIMENSIONS
- SEE TRAFFIC SIGNAL PLANS FOR DIMENSIONS



TYPE B AND TYPE BL (WITH LUMINAIRE)

- 1 SIGNAL OR SIGN - E AND F DIMENSIONS ONLY
- 2 SIGNALS OR SIGNS - E, F, AND G DIMENSIONS ONLY
- 3 SIGNALS OR SIGNS - E, F, G, AND H DIMENSIONS ONLY
- 4 SIGNALS OR SIGNS - E, F, G, H AND H' DIMENSIONS

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

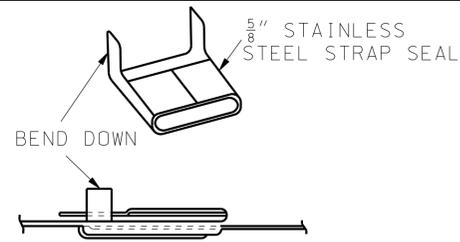
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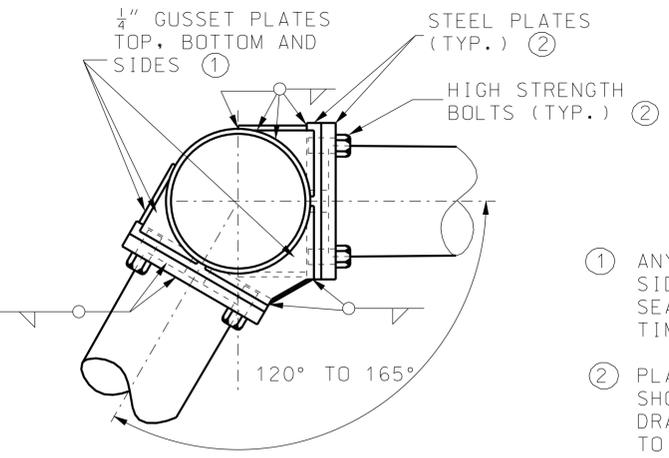
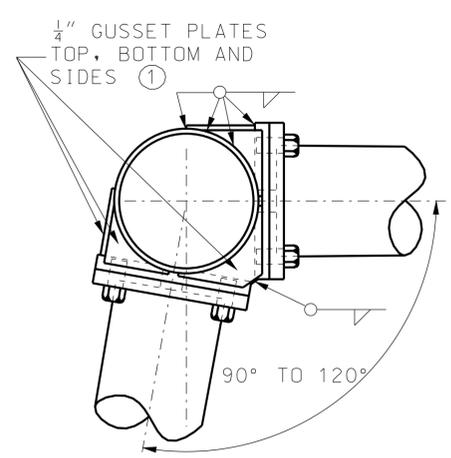
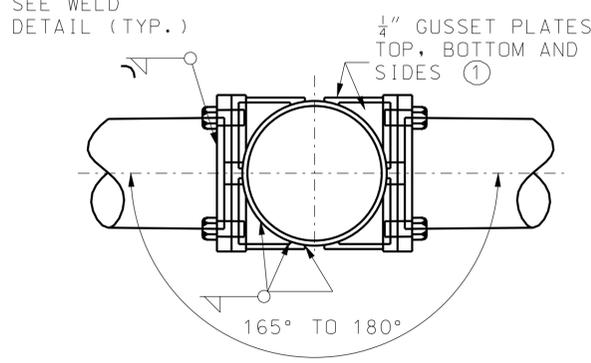
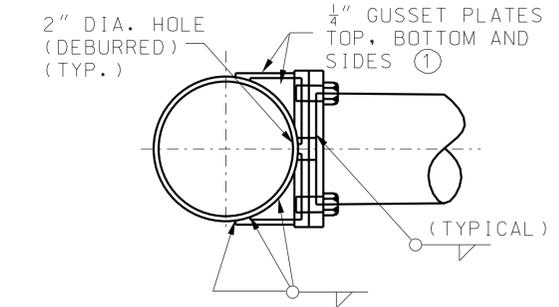
TRAFFIC SIGNALS TUBULAR STEEL POSTS

DATE EFFECTIVE: 02/01/2008	902.400	SHEET NO. 1 OF 3
DATE PREPARED: 8/26/2009		

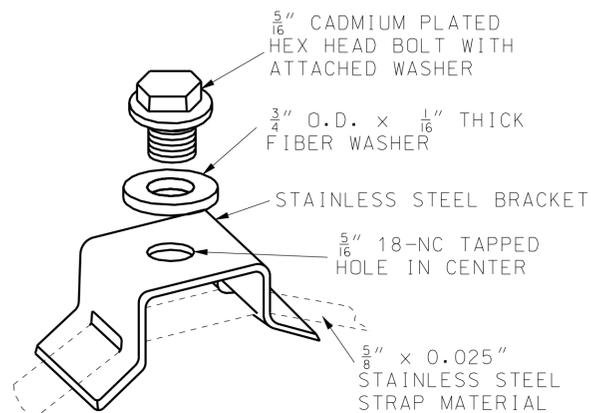
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VIEW SHOWING
ENDS OF STRAP
CLAMPED IN SEAL

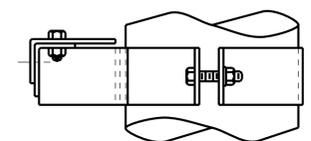


- ① ANY OPENINGS BETWEEN TOP AND SIDE GUSSET PLATES SHALL BE SEALED WITH LIFETIME CAULK AT TIME OF INSTALLATION.
- ② PLATE AND BOLT SIZES SHALL BE SHOWN ON FABRICATORS SHOP DRAWINGS AND SHALL BE SUBJECT TO APPROVAL.

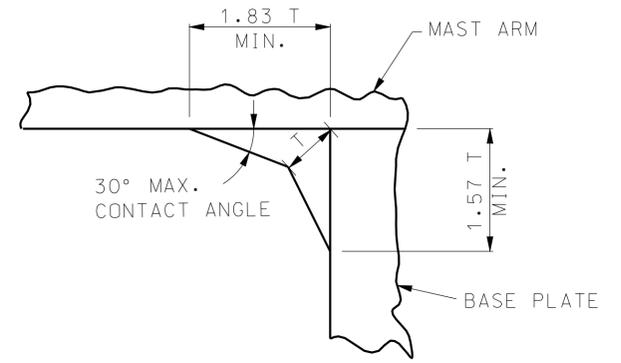


STRAP TYPE
SIGN SUPPORT

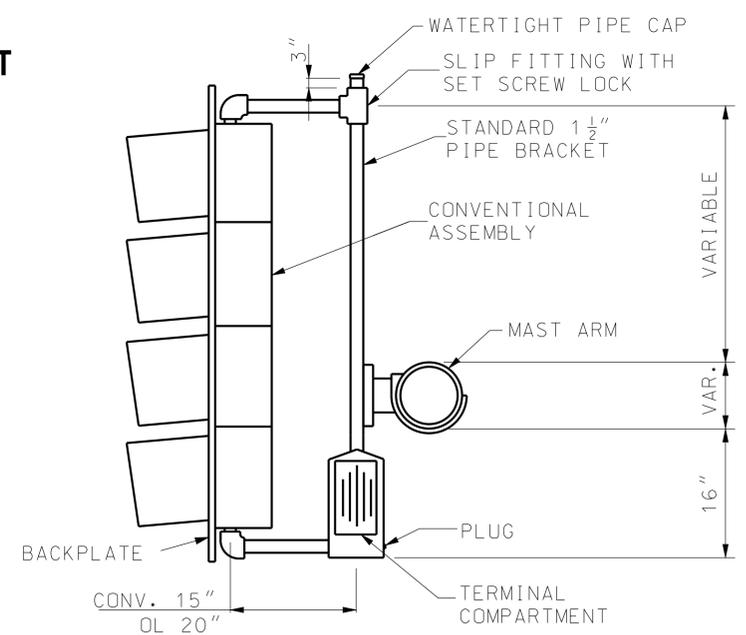
ARM ATTACHMENTS



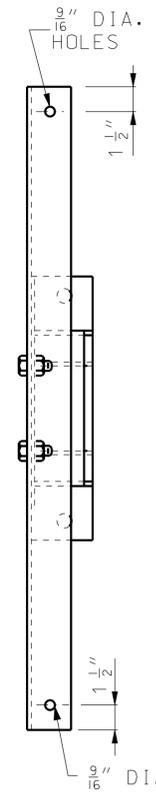
TOP VIEW



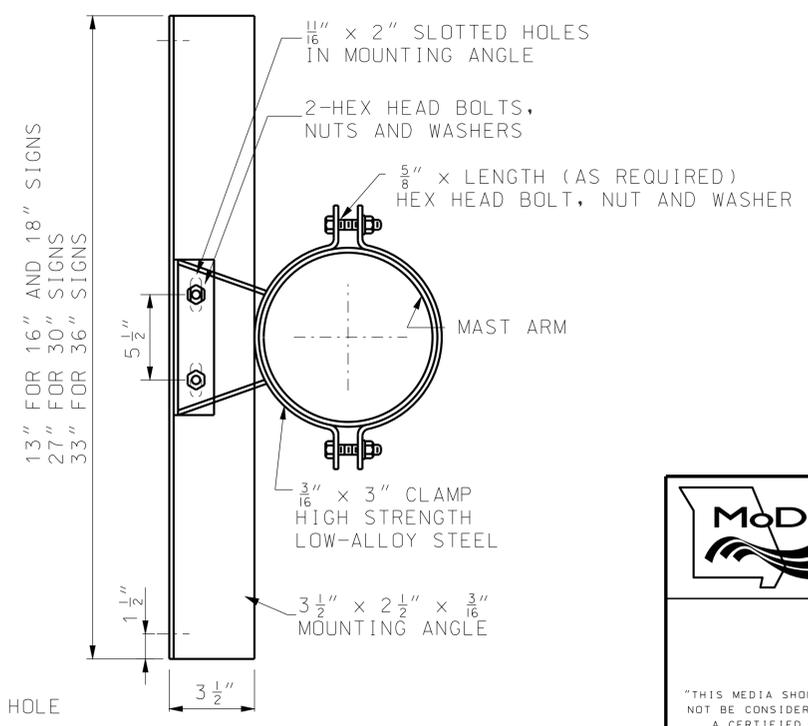
WELD DETAIL



MAST ARM MOUNTED
SIGNAL HEAD
(SEE STANDARD 902.00)



FRONT VIEW



SIDE VIEW

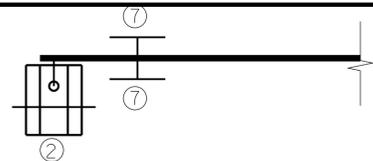
SIGN BRACKET ASSEMBLY
ALTERNATE DESIGN MAY BE PROVIDED
AS APPROVED BY ENGINEER

MoDOT MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

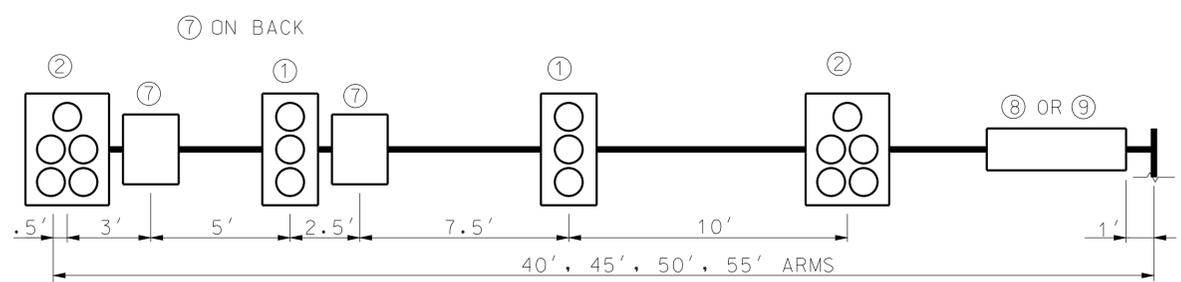
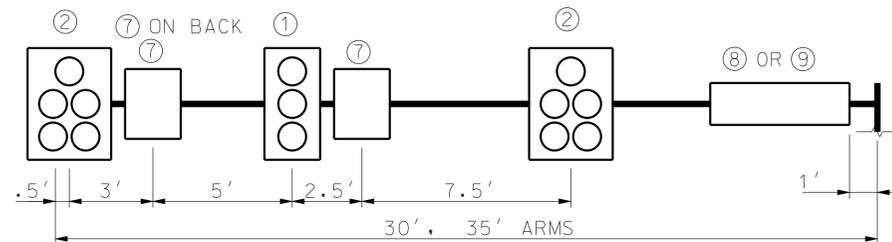
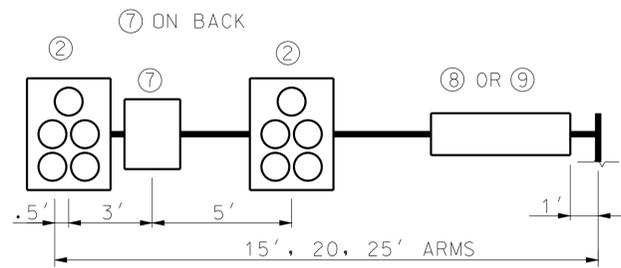
TRAFFIC SIGNALS
TUBULAR STEEL POSTS

DATE EFFECTIVE: 02/01/2008
DATE PREPARED: 8/26/2009
902.400
SHEET NO. 2 OF 3

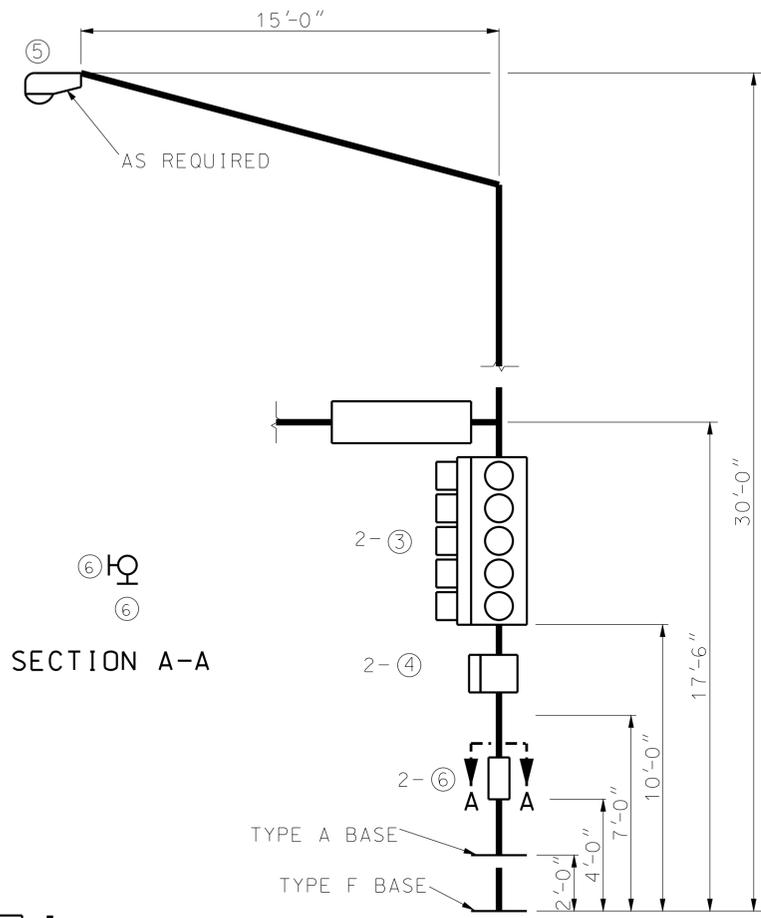
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



TYPICAL TOP VIEW

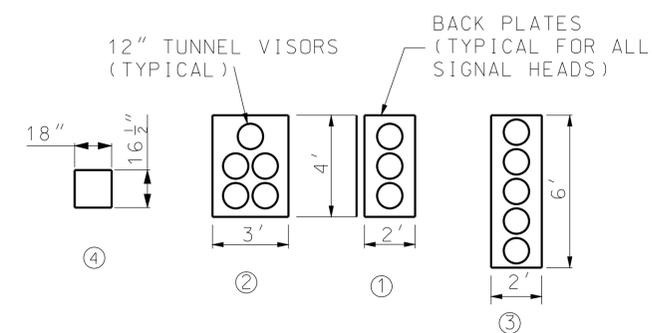


MAST ARM LOADING



SECTION A-A

TYPICAL POST LOADING



MINIMUM DESIGN LOADING FOR POST AND MAST ARM ATTACHMENTS

ITEM NO.	DESCRIPTION	WEIGHT (LBS.)*	PROJ. AREA (SQ.FT.)	SURFACE AREA (SQ.FT.)
①	3-SECTION OL HEAD	95.0	8.0	32.5
②	5-SECTION OL HEAD	173.0	12.0	47.5
③	VERT. 5-SECT. OL HEAD	100.0	12.0	50.5
④	1-SECTION PED HEAD	15.0	2.0	XX.X
⑤	150 WATT LUMINAIRE	30.0	1.0	3.5
⑥	9" X 12" SIGN	2.0	0.8	N/A
⑦	30" X 36" SIGN	13.0	7.5	N/A
⑧	120" X 18" SIGN	25.0	15.0	N/A
⑨	96" X 16" SIGN 96" X 18" SIGN	18.0 20.0	10.7 12.0	N/A N/A

OL- OPTICALLY LIMITED
* MOUNTING HARDWARE INCLUDED

STRUCTURAL DESIGN REQUIREMENTS:

STRUCTURAL SUPPORTS SHALL BE DESIGNED AND FABRICATED TO WITHSTAND THEIR OWN LOADING AND THE ATTACHMENT LOADING SHOWN ON THIS DRAWING OR ON THE PLANS, WHICHEVER IS GREATER. STRUCTURAL MEMBERS INCLUDE POSTS, MAST ARMS AND LUMINAIRE BRACKET ARMS, AS REQUIRED.

DESIGN OF STRUCTURAL SUPPORTS SHALL BE BASED ON AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINARIES AND TRAFFIC SIGNALS, 1994 OR LATEST REVISION, WITH THESE EXCEPTIONS:

MINIMUM DESIGN WIND SPEED OF 90 MPH AT 30 FEET ABOVE GROUND.

GROUP LOADING: LOADS	PERCENT OF ALLOWABLE STRESS (ALL MATERIALS)
GROUP I - DL	100
GROUP II - DL + W	133
GROUP III - DL + ICE + 0.5(W**)	133

* NO LOAD REDUCTION FACTORS SHALL BE APPLIED IN CONJUNCTION WITH THESE INCREASED ALLOWABLE STRESSES.
** W TO BE COMPUTED ON THE BASIS OF THE WIND PRESSURE FORMULA, 25 PSF (1197 Pa) MINIMUM FOR W FOR GROUP III.

FOR TYPE B AND BL POSTS, ICE AND DEAD LOADING SHALL BE BASED ON THE COMBINED EFFECT OF DESIGN LOADING ON EACH ARM. WIND LOADING IS APPLIED AS DESCRIBED IN SECTION 1.2.5(5)(b) OF THE STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS, 1994 REVISION.

GENERAL NOTES:

ATTACHMENT LOCATIONS ARE FOR STRUCTURAL DESIGN PURPOSES ONLY. ACTUAL LOCATIONS ARE SHOWN ON THE PLANS.

MoDOT MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

**TRAFFIC SIGNALS
TUBULAR STEEL POSTS
DESIGN LOADING REQUIREMENTS**

DATE EFFECTIVE: 02/01/2008
DATE PREPARED: 8/26/2009

902.400

SHEET NO.
3 OF 3

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

Effective January 1, 2009 and pursuant to Section 285.530(1) 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 in excess of five thousand dollars by the Missouri Highways and Transportation Commission/Missouri Department of Transportation (MoDOT) to a business entity, the business entity shall, by sworn affidavit and provisions of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contract. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Acceptable enrollment and participation documentation consists of completed a copy of the E-Verify Memorandum of Understanding (MOU).

Any vendor that is not already enrolled and participating in a federal work authorization program and has the intent of doing business with MoDOT, should begin the enrollment process immediately by going to the web site below:

E-Verify is available at: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

A copy of a completed E-Verify Memorandum of Understanding (from the link above) should be returned with your Request For Quotation response along with the appropriate affidavit form.

ADDITIONAL INFORMATION FOR VENDORS:

To begin participation in the federal program it takes approximately 1-2 hours on the internet (at the link above). There is a tutorial of the program and a 50-question test. Once the test is passed, the electronically signed Memorandum of Understanding verifying program participation will be given.

Copies of the Memorandum of Understanding will be requested with all future quotes and bids issued by MoDOT District 5. Therefore, it is important that the vendor prints the Memorandum of Understanding and keeps a copy because additional copies must be requested from Homeland Security if needed at a later date.

Only the first and signature pages of the Memorandum of Understanding have to be attached to the appropriate affidavit on the following pages.

IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.

A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

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 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

__ a United States citizen. __ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference 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.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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

- 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. 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.
- c. The MHTC 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.
- d. The MHTC'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.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

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

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

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

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund 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 "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. 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.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. 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.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **CALLAWAY**. The General Wage Order # **54** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

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

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised 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.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Incentive for Accelerated Delivery

- a. If, prior to the delivery deadline, the Contractor's average daily delivery rate **exceed 1,250 tons** for the total award, the Contractor will be paid an incentive for accelerated delivery in the amount of **2%** of the weighted average bid price per ton for the total tons delivered exceeding **1,250 tons per day**.

EXAMPLE:

Total Tons of Award	20,000 tons
Total Value of Award	\$107,200
Number of Days for Delivery from 2 sources at same time	5 days
Total number of delivery days	2 x 5 = 10 days
Average bid price per ton = \$107,200	20,000 tons = \$5.36 per ton
Average daily delivery rate = 20,000 tons	10 days = 2,000 tons per day
Daily tonnage Supplier due Incentive Pay = 2,000 tons - 1,250 tons = 750 tons per day	
Total tons delivered exceeding daily min. rate = 750 tons x 10 = 7,500 tons	

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

INCENTIVE PAY = 0.02 x \$5.36/Ton x 7,500 Tons = \$ 804.00

- b. Delivery from two sources on the same day to one or more maintenance sites will be counted as two days of delivery. Delivery from three sources on the same day to one or more maintenance sites will be counted as three days of delivery, etc.
- c. The average daily delivery rate is the total tons per award to a supplier divided by the number of days used to deliver the material. The weighted average bid price per ton is the total value of the award divided by the total tons per award.
- d. No incentive for accelerated delivery will be paid to a Contractor who is being charged liquidated damages on any item in the same award.

Legal Weights

- a. Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in **Sections 304.180 and 304.190 RSMo** are understood and will be abided by. The Department will not accept loads, which exceed legal weights.
- b. It is understood and agreed that the Missouri Department of Transportation may prohibit the use of large trucks hauling heavy loads of material over low type bituminous roads and during adverse weather conditions.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Basis of Measurement for Payment

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310** of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto.

Temporary Suspension of Work

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

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, 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 one-hundred dollars (\$100.00) per day, per item**, 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 that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

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

- a. Pursuant to RSMo 285.530 (1), 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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.

Construction Safety Program |

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.