



**MISSOURI DEPARTMENT OF TRANSPORTATION  
FORMAL BID GUIDELINES AND DOCUMENTATION  
FOR PURCHASES AND WORK ABOVE \$24,999.99**

**THIS IS NOT AN ORDER**

**REQUEST FOR BID**

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: <b>2/20/08</b>	<b>BID DUE BY (DATE AND TIME):</b> <b>3/3/08 1:00 PM CST</b>	F.O.B. REQUIREMENTS: <b>FOB DESTINATION</b>
TO BE DELIVERED/COMPLETED NO LATER THAN:  <b>SEE BID SPECIFICATIONS</b>	<b>Bid #:</b>  <b>D5-08-028B</b>  THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME:  <b>COREY DUEMMEL</b>  PHONE NUMBER: <b>573-526-6956</b>
District Mailing Address: <b>MoDOT District 5 Office</b> <b>1511 Missouri Blvd.</b> <b>P.O. Box 718</b> <b>Jefferson City, MO 65102</b>		Delivery Locations: <b>Work to be completed in Boone County, Rt. 63 and AC exit, North and Southbound Ramps.</b>

**ALL BIDS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED**

Item	U/M	SCOPE OF WORK	BID AMOUNT
	Each	The Missouri Department of Transportation District 5 is issuing bids for the replacement of traffic poles in Boone County, Rt. 63 and AC exit, both north and southbound ramps. Bid requirements are listed per each item as follows:	
<b>1</b>		<p><b><u>NORTHBOUND RAMP OF HWY 63/AC EXIT</u></b></p> <ul style="list-style-type: none"> <li>▪ Removal of existing wood pole and signal and transport old equipment to Jefferson City Maintenance, Red Eagle Dr.</li> <li>▪ Install a quantity of three (3), A10 Modified signal base with a 3 inch conduit installed to existing pull box. Set one (1) type C post, with 54' arm and set two (2) type C post with 40' arms, signal heads with all hardware. Pull new signal cable back to cabinet, one cable per phase.</li> <li>▪ MoDot will provide the following: signal poles, arms, anchors, signal heads, mounting hardware and wire. The contractor is responsible for all other materials such as concrete, conduit, etc to complete the project in accordance to the Missouri Manual for Traffic Control for Field Operations. <a href="http://www.modot.org/business/manuals/trafficcontrol.htm">http://www.modot.org/business/manuals/trafficcontrol.htm</a></li> <li>▪ See attached drawings of poles and base; to be supplied by the Missouri Department of Transportation.</li> </ul>	\$

2	<p><b><u>SOUTHBOUND RAMP OF HWY 63/AC EXIT</u></b></p> <ul style="list-style-type: none"> <li>▪ Removal of existing wood pole and signal and transport old equipment to Jefferson City Maintenance, Red Eagle Dr.</li> <li>▪ Install a quantity of one (1), A10 Modified signal base with a 3" inch conduit installed to existing pull box. Set a type C post, with 54' arm, signal heads with all hardware. Pull new signal cable back to cabinet, one cable per phase.</li> <li>▪ Install one (1), A13 Modified signal base with a 3 inch conduit installed to existing pull box. Set a type B post, with 54' arm right and 38' arm left, signal heads with all hardware. Pull new signal cable back to cabinet, one cable per phase.</li> <li>▪ MoDot will provide the following: signal poles, arms, anchors, signal heads, mounting hardware and wire. The contractor is responsible for all other materials such as concrete, conduit, etc to complete the project in accordance to the Missouri Manual for Traffic Control for Field Operations. <a href="http://www.modot.org/business/manuals/trafficcontrol.htm">http://www.modot.org/business/manuals/trafficcontrol.htm</a></li> <li>▪ See attached drawings of poles and base; to be supplied by the Missouri Department of Transportation.</li> </ul>		\$
	<p><b>Other Bid Requirements:</b></p> <ul style="list-style-type: none"> <li>➤ <b>The work shall be completed within three weeks of receiving the awarded contract.</b></li> <li>➤ All work will be required to pay Prevailing Wage under the General Wage Order 51, Boone County.</li> <li>➤ All work shall be done in accordance with the most current edition of the Missouri Standard Specifications for Highway Construction. The Contactor will submit and have approved the attached Lane Closure Notification Form 72 hours prior to the work beginning.</li> <li>➤ The Contactor shall be responsible for having utilities notified for locates.</li> <li>➤ Traffic Control will be provided by the contractor and in accordance to the Manual on Uniform Traffic Control Devices.</li> <li>➤ <b>Bidders must supply a bid bond and may be required to sign contract and bond.</b></li> <li>➤ Bidder must carry \$2.5 million dollars in insurance.</li> <li>➤ Payment will only be made after approval of MoDOT Inspector.</li> <li>➤ <b>ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE.</b></li> </ul>		
	<p><b>Award will be made the lowest combined total price of all listed items.</b></p> <p><b>Please contact Kevin Eggemeyer if there are any questions regarding the required work; (573) 526-3207 wk or (573) 690-5127 cell.</b></p>		
	<p><i>All vendors MUST be in good standing with the Secretary of State's Office to have their bids considered.</i></p> <p><i>Also, all Vendors must also be compliant with House Bill 600 "No Taxes Due" with the Department of Revenue.</i></p>		

		<i>The Secretary of State's phone number is (573) 751-4936; Department of Revenue number is (573) 751-9268.</i>		
<b>TOTAL ORDER EXTENSION</b>				<b>\$</b>

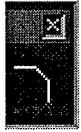
**VENDOR NAME:**

**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).**

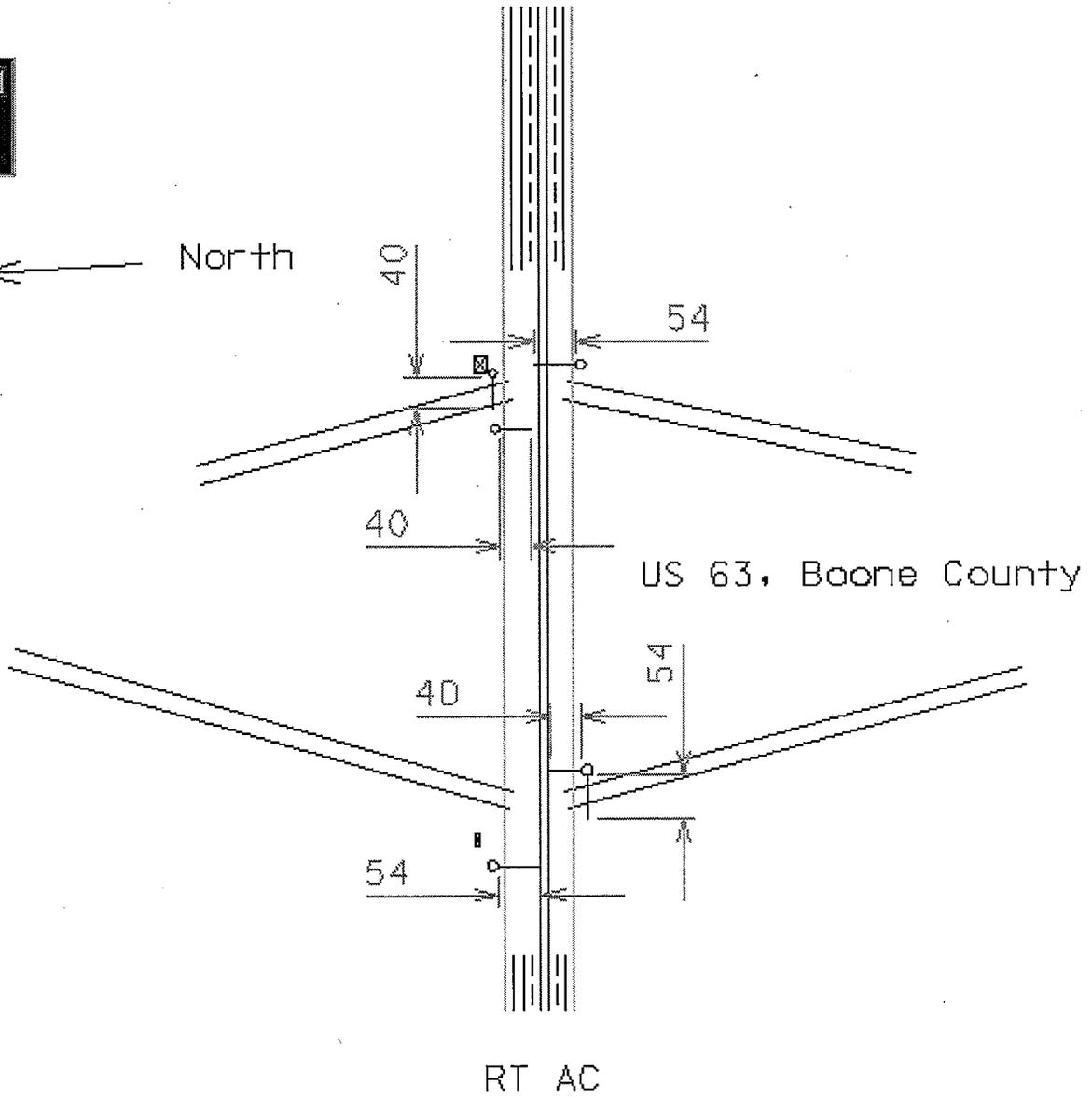
**VENDOR INFORMATION**

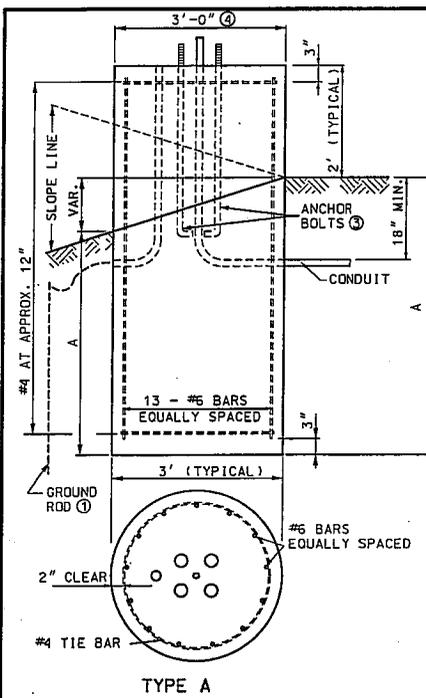
Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):  Phone #:  Fax #:  Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES                      NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES                      NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES                      NO

**All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.**

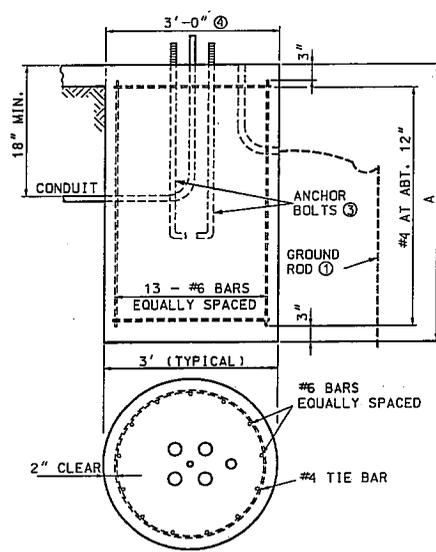


North

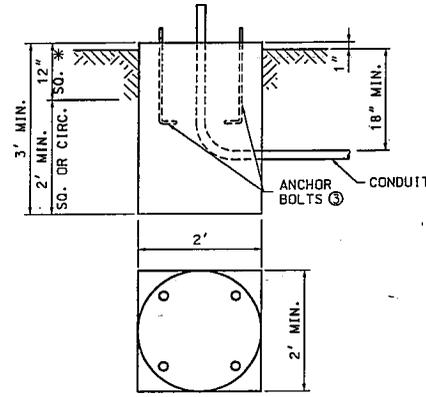




TYPE A



TYPE F



TYPE C

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

POST BASES

STEEL AND CONCRETE REQUIREMENTS FOR POST BASES <sup>①</sup>				
TYPE	BASES		#6 STEEL BAR	CONC.
	A ⑦	LENGTH	WEIGHT LBS.	C.Y.
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
	A-10
	F-10
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"

- REQUIRED EMBEDMENT DEPTHS CAN BE INTERPOLATED BETWEEN ENCOUNTER POINTS FOR OTHER SOLID ROCK ENCOUNTER DEPTHS.
- NORMAL LENGTHS FOR ANCHOR BOLTS AND REINFORCING STEEL WILL BE REQUIRED.
- 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.
- IF SOIL, SHALE, GRAVEL, FRACTURED ROCK, OR VOIDS ARE ENCOUNTERED DURING CORE DRILLING, THE ROCK SHALL BE REMOVED TO THE POINT OF ENCOUNTER.
- 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.
- 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.

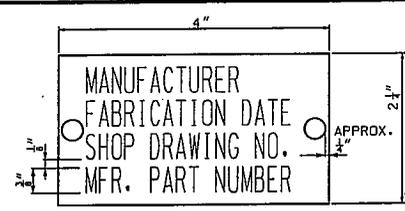
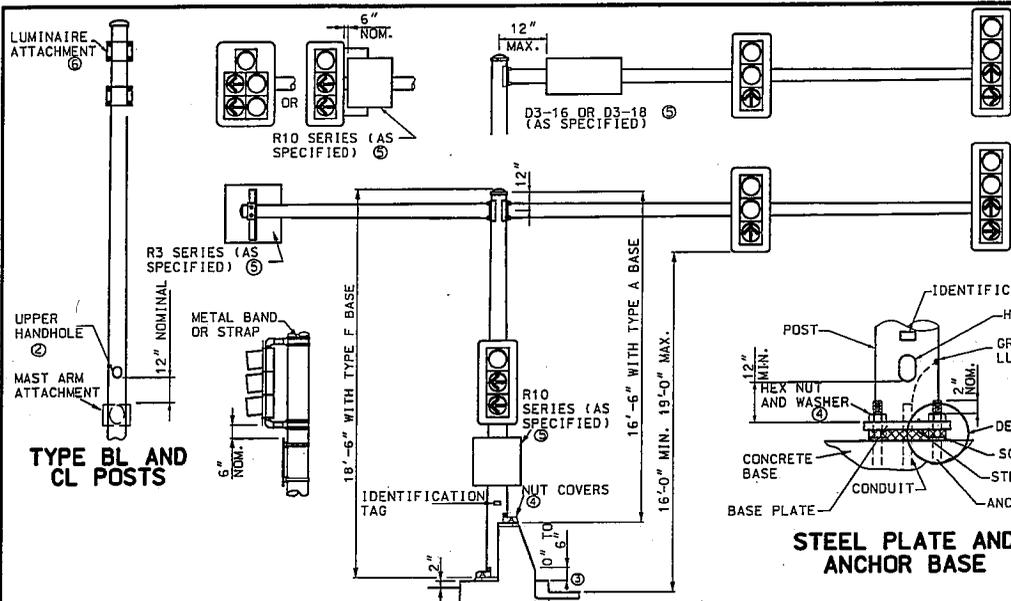
- ① APPLICABLE ONLY WHERE CONTROLLER IS MOUNTED TO A SIGNAL POLE.
- ② BASE PLATE SHALL STAY WITHIN THE TOP OF THE POST BASE DIAMETER.
- ③ ANCHOR BOLT DIMENSIONS ARE SHOWN ON THE MANUFACTURER'S APPROVED DRAWINGS.
- ④ MAXIMUM BOLT CIRCLE DIAMETER IS 26". BASE PLATE SHALL STAY WITHIN THE TOP OF THE POST 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 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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

**TRAFFIC SIGNALS POST BASES**

DATE: 12/13/57 EFFECTIVE: 02-01-2008 **902.30P** 1/2

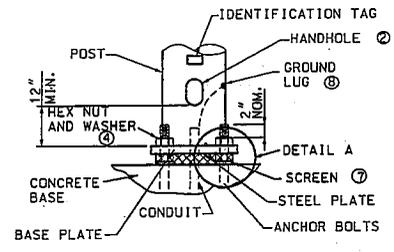


- ① ARM LENGTHS SHALL NOT EXCEED 55 FEET.
- ② HANDHOLES SHALL BE APPROXIMATELY 4" x 6 1/2". HANDHOLE FRAME SHALL BE REINFORCED SO THAT THE POLE STRENGTH IS NOT REDUCED.
- ③ 0" TO 6" VARIATION IN BASE HEIGHT IS FOR OBTAINING 16'-0" CLEARANCE. 0.13 C.Y. CONCRETE AND 3 LBS. REINFORCING STEEL PER 6".
- ④ 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.

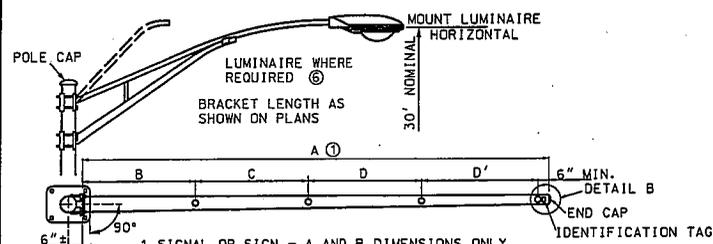
**IDENTIFICATION TAG**

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.

- 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.

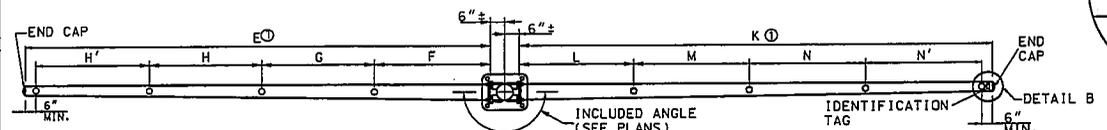


**STEEL PLATE AND ANCHOR BASE**



- 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.

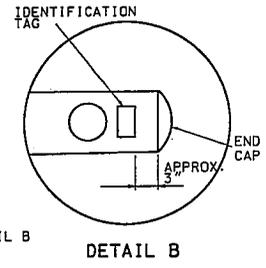
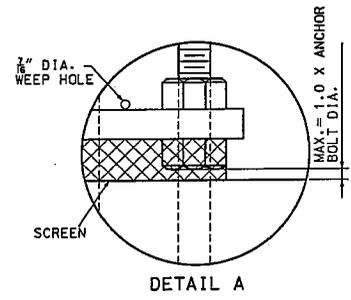
**TYPE C AND TYPE CL (WITH LUMINAIRE)**



- 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

**TYPE B AND TYPE BL (WITH LUMINAIRE)**

- 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



**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.

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

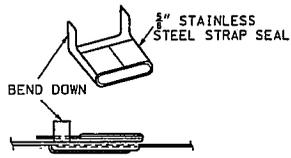
IF A SIGN EXCEEDS 42" IN LENGTH, TWO STRAP SUPPORTS ARE REQUIRED; AND IF A SIGN EXCEEDS 96" IN LENGTH, THREE STRAP SUPPORTS ARE REQUIRED.

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.

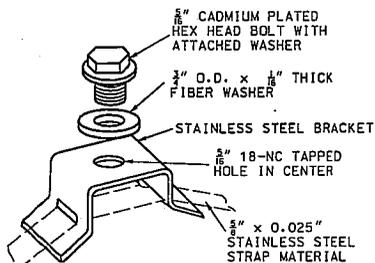
TRAFFIC SIGNALS MOUNTED ON MAST ARMS SHALL BE FURNISHED WITH MOUNTING BRACKETS UTILIZING CABLES.

SEE STANDARD 902.30 FOR FOUNDATION AND ANCHOR BOLT DETAILS.

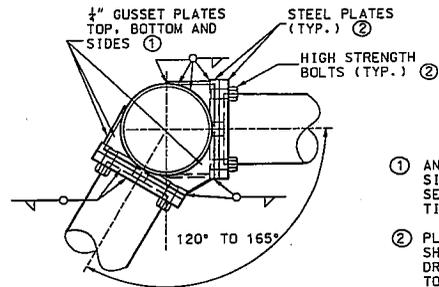
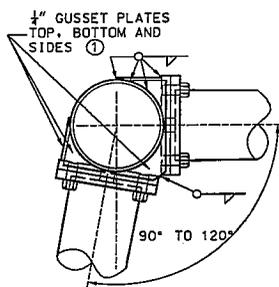
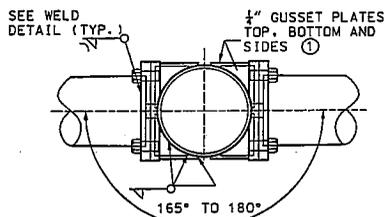
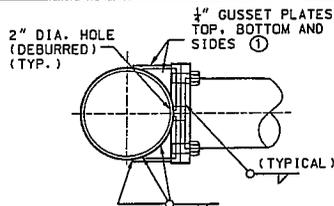
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
<b>TRAFFIC SIGNALS TUBULAR STEEL POSTS</b>	
	<b>DATE: 12/13/07</b> <b>EFFECTIVE: 02-01-2008</b> <b>902.400</b>
1	3



VIEW SHOWING ENDS OF STRAP CLAMPED IN SEAL

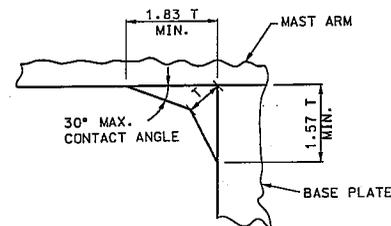
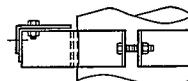


STRAP TYPE SIGN SUPPORT

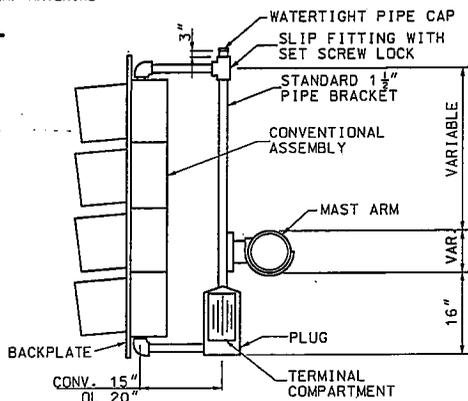


- ① ANY OPENINGS BETWEEN TOP AND SIDE GUSSET PLATES SHALL BE SEALED WITH LIFETIME CAULK AT TIME OF INSTALLATION.
- ② PLATE AND BOLT SIZES SHALL BE SHOWN ON FABRICATORS SHOP DRAWINGS AND SHALL BE SUBJECT TO APPROVAL.

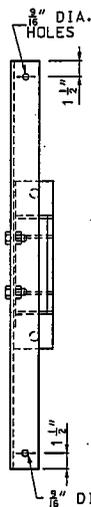
ARM ATTACHMENTS



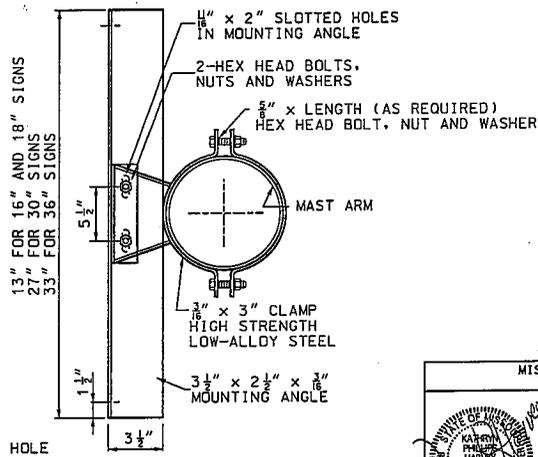
WELD DETAIL



MAST ARM MOUNTED SIGNAL HEAD  
(SEE STANDARD 902.00)



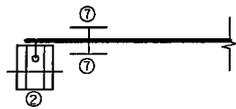
FRONT VIEW



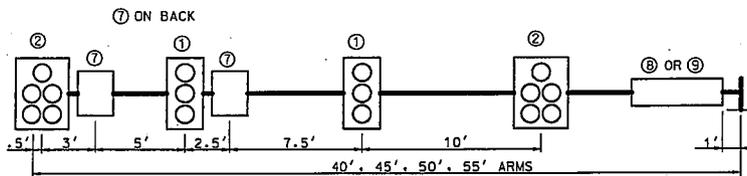
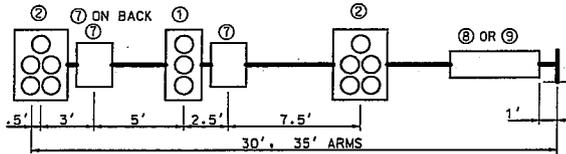
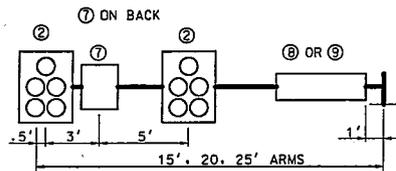
SIDE VIEW

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

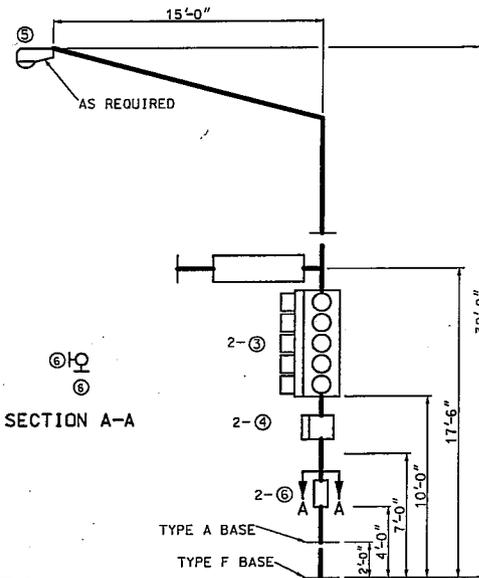
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
<b>TRAFFIC SIGNALS TUBULAR STEEL POSTS</b>	
	DATE: 12/13/67
EFFECTIVE: 02-01-2008	902.400
	2 3



TYPICAL TOP VIEW

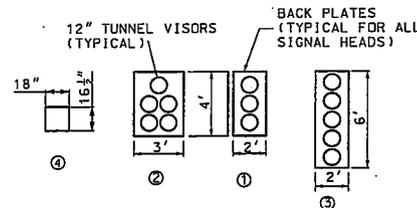


MAST ARM LOADING



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	18.0	10.7	N/A
⑩	96" X 18" SIGN	20.0	12.0	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, LUMINAIRES AND TRAFFIC SIGNALS, 1994 OR LATEST REVISION, WITH THESE EXCEPTIONS:

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

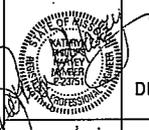
GROUP LOADING: LOADS	PERCENT OF ALLOWABLE STRESS (ALL MATERIALS)
GROUP I - DL	100
GROUP II - DL + W	133
GROUP III - DL + ICE + 0.5(W)**	133

\* 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 P<sub>0</sub>) 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.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	<b>TRAFFIC SIGNALS</b> TUBULAR STEEL POSTS DESIGN LOADING REQUIREMENTS
DATE: 12/13/07	EFFECTIVE: 02-01-2008
902.400	3 3

**ANTI-COLLUSION STATEMENT**

**STATE OF** \_\_\_\_\_ )

\_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

**SS.**

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Bid D5-08-028B (Install Traffic Poles)

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_,  
as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation  
Commission**) in the penal sum of:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and  
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission  
for furnishing **Labor to Install Traffic Poles** as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the  
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation  
Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications  
and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation  
shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission,  
fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting  
through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to  
recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of  
recovery.

(SEAL)

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY  
authorized to conduct surety business in the State of Missouri.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
  
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:  


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- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_  


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- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_  


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### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

# 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:

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**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.

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**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

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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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- 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 (6<sup>th</sup>) 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.

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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. 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**

- 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.

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**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
  - 3) Special Hazard Insurance: As required.
  - 4) Builder's Risk: Not less than the full Contract amount.

**Required Specifications**

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

**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): **BOONE**. The General Wage Order #51 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.

**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.

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**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**

- b. 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

- c. 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**.
- d. 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.

**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 five-hundred dollars (\$500.00) 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**

- a. 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.
- b. 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.
- c. 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.