

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT DEPARTMENT
2309 BARRETT STATION ROAD
BALLWIN, MO 63021

REQUEST NO.	D607-071-RW		
DATE	November 22, 2006		
PAGE NO.	1	NO. OF PAGES	17

SEALED BIDS, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL **December 30, 2006 @ 1:00 p.m. CST** AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Various

BUYER: Terri Mount **BUYER TELEPHONE:** 314-301-1431

SUPPLIES OR SERVICES

Re-install upgraded (owner supplied) RTMS detection units at 34 locations as shown in **Exhibits 1 and 2** of District 6 Metro Area of the Missouri Department of Transportation per the attached Scope of Work. Miscellaneous work shall also be completed in order to improve existing conditions around the RTMS site. Commission Furnished Materials: Upgraded RTMS detectors, Fiber Optic Data Modems, Serial Y-Cable, Detector Pole (only for location at I-270 and Theiss Rd), Device Server (DCB), if deemed necessary for communication with detector, Ethernet switch, if deemed necessary for communication with detector. All other equipment and materials will be provided by the Contractor in order for the RTMS to be considered fully functional.

Submit current insurance liability certificate with bid per the required coverage in the attached Terms & Conditions. Prevailing wage to apply St. Louis City, and St. Louis County. Bid Bond in the amount of 5% of the submitted bid is required.

- Attachments:
- | | | |
|-------------------------|--------------------------------|---|
| Exhibit 1-Drawings | Exhibit 3-TCP Shoulder closure | Exhibit 5-Detector Pole and Foundation Detail |
| Exhibit 2- Quantities | Exhibit 4- TCP 1 Lane Closure | Exhibit 6-Pull box Detail with Apron |
| Exhibit 7-Type 7 Detail | | Exhibit 8-Typical Detector Wiring Diagram |

PROJECT COMPLETION DATE:
On or before 2/15/2007

TOTAL PROJECT COST:

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri.

The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within 20 days after receipt of notification.

Date:	_____	Firm Name:	_____
Telephone No.:	_____	Address:	_____
Fax No.:	_____	Company Officer:	_____
Federal ID #	_____	Title	_____
		Type/Print Name	_____

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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. 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 sub-contract, 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 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.

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.
 - 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.

SPECIAL TERMS AND CONDITIONS

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.

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

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.

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): St. Louis County, St. Louis City The Annual Wage Order # 13 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.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #D607-071-RW and any other provisions outlined in the solicitation documents.

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..

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

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

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.
- 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**.

Basis of Measurement for Payment

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4** 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

- 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.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder's 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 received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:

State in which incorporated _____

FOR OTHERS:

State of domicile _____

FOR ALL BIDDERS:

List address of Missouri offices or places of business

(MUST BE COMPLETED AND SIGNED)

FIRM NAME:

ADDRESS:

CITY:STATE:ZIP:

BY:

NOTE: For bid to be considered, the attachment entitled "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year.

IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING "NO BID FORM" TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATION.

THANK YOU

NO BID

DATE: _____

TO: Missouri Department of Transportation- District 6
General Services (Procurement) Division
2309 Barrett Station Rd.
Ballwin, MO. 63021
(314) 301-1437- Fax #

FROM: _____

Our company is submitting "NO BID" on RFB # D607-071-RW for the reason(s) indicated below:

- Product or service is not available or cannot meet the required specifications.
- Other obligations-cannot make required deadline.
- The delivery point or work location is outside of our territory or coverage/service area.
- Other-Please explain below:

Company Contact Person:

_____ Phone# _____

- Please keep our name on the bidder's list for future opportunities for this product/service.
- Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES.

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:

- 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): _____
- 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): _____

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.

BID SUBMITTAL INSTRUCTIONS

BID SUBMITTAL:

Your written bid must be mailed in ***a sealed*** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Terri Mount
Missouri Department of Transportation
General Services - Procurement
2309 Barrett Station Rd.
Ballwin, MO. 63021

All documents must be sealed and the outmost wrapping should be clearly marked "**RTMS Replacement Bid**".

The specified for the returning of bids is a firm deadline and all bids 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 bids. All bids arriving at the designated office after the deadline specified will be rejected.

PRICES:

Prices MUST remain firm for the entire contract period stated herein.

COMPLIANCE WITH BID REQUIREMENTS:

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

NON-EXCLUSIVITY:

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

VENDOR NAME REGISTRATION:

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:

For the bid to be considered the two (2) attachments "Preference in Purchasing Products" and "Missouri Domestic Product Procurement Act" must be submitted to this office prior to any contract being awarded for this bid.

The Bidder understands that this agreement involves state funds and the bidder awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex or age. The contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

1. Description. Upgraded RTMS detection units shall be re-installed at the 34 locations shown in Exhibits 1 and 2. Miscellaneous work shall also be completed in order to improve existing conditions around the RTMS site.

2. Notification. The engineer shall be notified at least two weeks in advance of the proposed date of beginning installation. All work to be completed by **February 15, 2007** unless approved by the engineer.

3. TRAFFIC CONTROL PLAN

3.1 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, attached Exhibits 3 and 4, and specifically as follows.

3.2 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

3.3 Notify the engineer prior to lane closures or shifting traffic onto detours.

3.4 Notify the engineer as soon as practical of any postponement due to weather, material or other circumstances.

3.5 In order to ensure minimal traffic interference, schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

3.6 The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15-minute delays or longer, then review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

3.7 Work Hour Restrictions.

3.7.1 There is 1 Major Holiday within the timeframe of this project: New Years Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

3.7.2 The Contractor shall not perform any construction operation on the roadbed, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.7.3 The Contractor shall not perform any construction operations on the roadbed between the hours of 5:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 7:00 p.m. Monday through Friday. Working hours for evenings, weekends and holidays will be determined by the engineer.

3.8 At least two lanes of traffic in each direction on the affected interstates shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. The engineer will designate periods during which the contractor will be allowed to halt traffic.

3.9 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

4.0 CONDUIT

4.1 Description. The contractor shall furnish and install conduits as shown on the plans and as described within this sec-

tion. The plans depict conduit routing in schematic form only. Determine final routing based on actual field conditions at each site, including utility locator service markings, to assure no conflicts with existing utilities.

4.2 The contractor shall inspect the project area prior to submittal of bid to determine the types and extent of incidental removal, relocation and replacement items to include in the unit price of conduit and pull boxes.

4.3 Materials.

4.3.1 Conduits shall meet the requirements of Sec 1060.

4.3.2 Non-metallic flexible conduit shall be color coded orange for communication cable and black for power cable.

4.3.3 Pull ropes or tapes shall be polypropylene with a minimum tensile strength of 600 pounds.

4.3.4 Locator wire shall be solid copper wire, AWG 10, type THHN, with blue insulation.

4.4 Construction Requirements.

4.4.1 General. The contractor shall comply with Sec 902.16, except as noted in this special provision.

4.4.2 Warning tape shall be furnished and installed in all trenches containing conduit.

4.4.3 Pull ropes shall be furnished and installed in all empty conduit cells.

4.4.4 Install locator wire in all underground non-metallic conduits and into each pull box or base. Affix the wire to the sidewall of each pull box. Locator wire is incidental to the conduit and will not be paid for separately.

4.4.5 Flexible non-metallic duct shall not be spliced. All runs shall be continuous.

4.5 Shop Drawing Submittal Requirements.

4.5.1 Catalog cuts shall be provided for all conduit types.

4.6 Basis of Payment.

Type	Description
Linear Foot	Conduit, 2 in., HDPE, In Trench

5.0 FIBER OPTIC CABLE ACCESSORIES

5.1 Fiber Optic Connector. Connectors shall be ST compatible, with ceramic ferrules. They shall be suitable for use in traffic cabinets and shall be designed for single mode fibers.

5.2 Fiber Optic Pigtail. Pigtails shall be factory-made, buffered, and strengthened with aramid yarn to reduce the possibility that accidental mishandling will damage the fiber or connection. Pigtails shall be yellow. They must use the type of connector specified in Sec 2.3 of this provision. Each must contain one fiber. Length shall suffice to provide two feet of slack after installation.

6.0 REMOVE DETECTOR FOUNDATION

6.1 Description. Obliterate the foundation and restore the area.

6.2 Materials. Topsoil, seed, and fertilizer shall meet the requirements of Secs 804, 805, and 801, respectively, of the Standard Specifications.

6.3 Construction Requirements.

6.3.1 Disconnect the power wires and communication cables at both ends and pull the ends into the adjacent pull box (if cables present) Tag all abandoned wires and cables with a durable, waterproof label or tag saying “ABANDONED” at every access point.

6.3.2 Demolish the foundation to a point two feet below grade. Remove and dispose of the debris.

6.3.3 Backfill the foundation pit. Deposit backfill material in layers not exceeding 6 inches (150 mm) deep. Each layer shall be compacted to the approximate density of the adjacent material before the next layer is placed. The entire area involved shall be left in a neat, presentable condition. Apply topsoil in accordance with Sec 804, fertilizer in accordance with Sec 801, and plant perennial grass seed in accordance with Sec 805 of the Standard Specifications.

6.4 Basis of Payment. Measurement and payment will be based on each removal of a detector foundation.

7.0 MODIFY DETECTOR SITE

7.1 Description. Make an existing detector pole ready for installation of a new detector and cabinet. The new cabinet is paid for separately. The original detector will already have been removed by MoDOT. Remove and salvage an existing, pole-mounted cabinet, if present. Provide a raceway for cables inside the pole to reach a replacement cabinet. Improve the electrical ground if necessary. Install replacement RTMS detector and connect to the ITS network.

7.2 Construction Requirements

7.2.1 When removing the existing cabinet, leave the cables that entered the cabinet in a safe (de-energized), protected condition. Remove and dispose of the cable running from the cabinet toward the top of the pole. Plug or cap all openings in the pole that are not needed for the detector and new cabinet, which will be mounted at a height different from the original cabinet.

After removing the old cabinet, tag it with the date of removal and location. Deliver it to the Missouri Department of Transportation's maintenance lot located at 2309a Barrett Station Road, Ballwin, Missouri 63021. Notify the shop 24 hours prior to each delivery by calling 314-340-1465. Repair or replace any cabinets damaged by the Contractor's negligence.

7.2.2 Prior to mounting the new cabinet, cut or drill a hole in the pole wall, insert a female threaded coupling, and weld it to the pole with a full circumferential weld, as shown in a detail on the plans. After installing the cabinet, use liquid-tight flexible conduit to carry cables from inside the pole to the cabinet. The cables must enter through the bottom of the cabinet.

7.2.3 Test the resistance from the new cabinet wall to earth using a device that measures resistance to ground using the three-point fall-of-potential method. If the resistance exceeds 8 ohms, add ground rods to the pole's grounding system until the 8 ohm goal is achieved. Use bare, solid AWG # 6 copper wire to connect the rods to each other and to the bottom of the pole. Use exothermic welding for all ground wire connections except the connection to the pole, which shall use the pole's grounding lug.

7.2.4 Remove and replace both connectors at the ends of all instrument cables. This includes the round military connector at the RTMS end, and the 9-pin serial connector at the fiber optic modem end (cabinet end). All connectors shall be

new and approved for use by manufacturers of the RTMS unit and shall be provided by the Contractor.

7.2.5 Install the fiber optic modem and Y-serial cable that were previously located in the smaller pole mounted cabinet. Connect both instrument cables to the Y-serial cable. Install a new SM fiber optic pigtail and connect to the modem.

7.2.6 Install a Commission furnished RTMS unit. The Contractor shall furnish all tools, labor, equipment, materials, supplies and manufactured articles and shall perform all operations necessary to construct the detector assembly installations as shown on the plans and as specified herein. The hardware, construction services, and support services specified are intended to describe the minimum configuration that would be acceptable for these installations.

7.2.6.1 The Contractor shall install a Commission-furnished detector and mounting bracket (if not present) on a metal pole. The cabinet shall be paid for separately. The Contractor shall provide cables connecting the detector to the equipment in the cabinet and to ground, and set up and test for proper operation, in conformity with the locations and details shown on the plans or established by the Engineer. The Contractor shall provide all materials required for this installation, except for materials specifically stated herein as Commission furnished.

7.2.6.2 The Contractor shall be responsible for all incidental accessories necessary to make the system complete in all respects and ready for operation, even if not particularly specified. All incidentals shall be furnished, delivered and installed by the Contractor without additional expense. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work and in the Contractor's bid, the same as if herein specified.

All cables including but not limited to serial cables, alarm ribbon cables, DC power cables, 120 VAC power cables, fiber optic jumpers, signal cables, interface cables, and other cables and connectors shall be incidental items for which no separate payment shall be made.

7.2.6.3 All electrical equipment shall conform to the standards of National Electrical Manufacturers Association (NEMA), National Electrical Safety Council (NESC), Underwriter's Laboratory Inc. (UL), or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electric Code (NEC), Rural Electrification Administration (REA), Illumination Engineers Society (IES), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and to any other codes, standards, or ordinances which may apply. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

7.2.6.4 Only qualified personnel who have been trained on the installation, testing, and calibration of RTMS detectors may complete this work.

7.2.6.5 The Contractor shall provide outdoor cabling in accordance with the detector manufacturer's recommendations. Communication cabling shall be shielded. Cables connecting to the detector shall be stranded and shall be of a gauge compatible with the Commission-furnished connector.

7.2.6.6 If not already present, the Contractor shall provide stainless steel bands to affix the mounting bracket to the pole. The banding shall be 3/4-inch wide, .030-inch thick, stainless steel.

7.2.6.7 The Contractor shall install the detector in accordance with the manufacturer's recommended procedure for side-fired installation. The Contractor shall take care to install it at the height recommended by the RTMS manufacturer's installation manual, and note that the recommended mounting height is relative to the road surface, not the base of the pole.

7.2.6.8 The Contractor shall install the power and communication cables between the cabinet and detector. If the detector and cabinet are mounted on the same pole, the pole shall constitute the raceway, except where the cables leave the pole to make connections. For the purpose of this project, the interior of a pole shall be considered as existing conduit.

7.2.6.9 The Contractor shall aim and lock the detector to provide the coverage area required for one detection zone per lane.

7.2.6.10 Using the set-up software from the detector manufacturer, the Contractor shall set up the detection zones and operating parameters. The set up shall include speed calibration using measured reference speeds. The Contractor shall provide all equipment needed for the setup work, such as a radar gun, software, computer, tools, and cables. When the detector is operating properly and has passed its acceptance test, the Contractor shall deliver the values of all the detector's operating parameters to the Engineer in printed or computer-readable form.

7.2.6.11 After installing the detector, the Contractor shall test it using procedures developed by the Contractor and approved by the Engineer. These tests shall include confirmation of the accuracy of counts and average speed in each lane. Both results shall be within ten percent of independently measured values during a 15-minute period. The test will be witnessed by the Engineer. If the installed detector fails to operate properly and the problem cannot be fixed by changing

the setup parameters, the detector shall be deemed defective and the Contractor shall return it to the manufacturer for replacement. Except for costs borne by the manufacturer under his warranty agreement, the cost of replacement shall be borne entirely by the Contractor.

7.2.6.11 Measurement and payment for modifying a detector site includes salvaging the cabinet and delivering it to the MoDOT shop. It also includes improving the electrical ground (if necessary), providing a raceway to a replacement cabinet, installation of an RTMS detector, moving of equipment for the existing cabinet to a new Type 7 cabinet, replacing all instrument cable connectors, making all connections necessary for the RTMS to be fully functional with the MoDOT ITS system, testing and calibrating the replacement RTMS, and providing a full report to the Engineer.

8.0 EQUIPMENT CABINETS

8.1.0 Description. This work shall consist of furnishing and installing new cabinets.

8.2.0 Materials.

8.2.0.1 All cabinets shall include a grounding system. Connection to ground must be bare, solid AWG # 6 copper wire or equivalent bonding strap.

8.2.0.2 All cabinets shall be wired for three-wire 240/120 volt AC service. The contractor shall provide a lighting arrestor designed to protect 120/240 VAC split phase breaker panels. The protector shall use metal oxide varistors as the protective elements. The response time shall be under five nanoseconds and the maximum surge current shall be at least 40,000 amps. The clamping voltage shall not exceed 400 volts. The device shall protect line-to-line and line-to-neutral.

8.2.0.3 The contractor shall provide an additional surge protector just for the circuits powering the communication and traffic management equipment. This shall be a filtering, two-stage surge protector. The contractor shall install it on the load side of the appropriate breaker. The protector shall provide radio frequency noise filtering and be capable of protecting equipment drawing a total of at least 10 amps. If the maximum load on the circuit exceeds 10 amps, the contractor shall split the load among multiple circuits, each with a surge protector. The protector shall clamp both the main line and the main neutral at 250 volts, both relative to each other and relative to the cabinet ground. The response time shall be such that the voltage never exceeds 250 volts. The surge protector shall suppress surges of up to 20,000 amps.

8.2.0.4 All doors shall have cabinet identification labels displaying the cabinet identifier. The identification labels shall read "MoDOT ITS"

8.2.0.5 All seams shall be continuously welded and ground smooth.

8.2.0.6 All fasteners must be stainless steel.

8.2.0.7 All cabinets shall have a natural aluminum finish, free from blemishes.

8.2.0.8 All circuit breakers shall be molded case units with quick-make, quick-break, trip-free mechanism, and with a minimum interrupting capacity of 10,000A (RMS Symmetrical). The circuit breakers shall be of fixed trip type and UL listed. Circuit breakers shall be listed on the latest Qualified Products List QPL-W-C-375 maintained by the Defense Supply Center, unless no suitable breakers are listed.

8.2.0.9 For a Type 7 Field Terminal Cabinet, the contractor shall provide a single door, NEMA 3R, aluminum cabinet. The aluminum shall be at least 0.188 inches thick, except that the door and top need be only 0.125 inches thick. The cabinet shall be approximately 36 inches high, 20 inches wide, and 17 inches deep. The cabinets shall be designed for pole mounting (with the back against the pole).

8.2.0.10 The cabinet shall be equipped with the following:

- A rack: For mounting 19-inch equipment. The mounting rails must have holes of the EIA standard size and spacing for the entire height of the cabinet.
- Mounting panels: For terminal blocks, breakers, surge protectors, and other small items on the back and side walls.
- Terminal blocks: For all conductors entering the cabinet. Except for blocks used for coaxial cable, the blocks shall be the barrier type with nickel-plated brass screw terminals and solid backs. Each terminal shall be clearly and permanently labeled on a contiguous surface using silk screening or other approved method. Terminal blocks for conductors carrying more than 60 volts must be covered by a clear acrylic shield.
- A fluorescent light: Controlled by a door switch.
- A duplex ground fault interrupt outlet: For use by technicians.
- Thermostatically controlled fan and heater: The fan shall move 100 CFM through vents at the top of the cabinet. The air intake shall be through louvers in the door, and the air shall pass through a replaceable filter as it enters the cabinet. The heater shall use at least 250 watts and shall be designed to prevent accidental contact with dangerous heat or voltage.
- An electrical distribution system: Consisting of two 15 amp main circuit breakers, one for each side of the split phase

service. One of the main breakers shall serve the communication and traffic management equipment in the cabinet. Provide at least four outlets on this circuit. The second main breaker shall power auxiliary devices in the cabinet, such as the fan, heater, light, and GFI outlet.

If the cabinet feeds power to other cabinets, the contractor shall provide two separate branch circuits for each of the other cabinets (one circuit for communication and traffic management equipment and the other circuit for the remaining devices). The contractor shall equip those branch circuits with 15 amp breakers.

- Provisions for a padlock to be installed as a method of securing the cabinet.
- A sunshield: On the top. (Not shown on plans)
- Mounting brackets: Stainless steel U-bolts and any other mounting hardware needed.

9.0 FINAL CONNECTION AND ASSISTANCE FOR MODOT

9.1 The contractor shall notify the engineer when a detector site is expected to be completed. The contractor shall then assist MoDOT in ensuring that the detector site is communicating to its fullest functionality with the MoDOT TMC.

9.2 At the request of the Commission, the contractor shall assist in troubleshooting detector sites that are deemed to have physical connection issues. This may require the contractor to check the integrity of cables, connectors, power supplies, etc.

9.3 No direct payment will be made for the services provided by the contractor in the final connection and troubleshooting assistance in making the detector sites fully functional.

**RTMS REPLACEMENT PROJECT-D607-071-RW
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 **Aggregate Material** as set out in the proposal 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.