

REQUEST NO.	2-110908BT
DATE	August 25, 2011
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 p.m., Local Time, September 8, 2011**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered  
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. ALL BIDS SHOULD BE EXTENDED AND TOTALED.

BUYER: Brenda Tyree  
BUYER EMAIL:  
Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573-751-7482

**SUPPLIES OR SERVICES**

**Various Posts**

To establish a contract to furnish "Various Posts" with an effective date of Notice to Proceed and ending September 30, 2012 in accordance with the following pages.

**Return sealed bid to the address shown at the top of this page.**

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

Date: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

Is your firm MBE certified?  Yes  No

Title: \_\_\_\_\_  
Is your firm WBE certified?  Yes  No

GENERAL SERVICES  
830 MoDOT DRIVE - P.O. BOX 270  
JEFFERSON CITY, MO 65109

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Date: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Type/Print Name \_\_\_\_\_

Is your firm MBE certified?  Yes  No

Title: \_\_\_\_\_  
Is your firm WBE certified?  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide Various Posts, with an effective contract period of Notice to Proceed through September 30, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, MO 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, September 8, 2011.

#### RFB Coordinator:

Ms. Brenda Tyree, Senior Procurement Agent  
Missouri Department of Transportation  
830 MoDOT Drive  
Jefferson City, MO 65109

PHONE: 573-751-7482  
FAX: 573-526-1218

**1.2 General Information:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various posts as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages - **(Click on separate links to view Pricing Pages)**
- 5) MGS Pages
- 6) Attachments A & B - **(Click on separate link to view Attachment B = State of Missouri Map)**
- 7) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide various posts on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the "MoDOT", in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 The contractor shall furnish posts that comply with the specifications specified herein, and the Missouri Standard Plans and Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.
  - a. The following revision shall apply to the Missouri Standard Plans and Specifications for Highway Construction:

Standard Plans 903.03:

FURNISH TWO .012" +/- AND TWO .032" +/- THICK SHIMS PER POST FROM BRASS SHIM STOCK OR STRIP, DESIGNATION ASTM B 36. SHIM AS REQUIRED TO PLUMB POST.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various posts (See Attachment A for past usage), in accordance with the following:
  - a. ***GALVANIZED STEEL MARKER POSTS*** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications #MGS 92-02G and #MGS 05-02A and any other provisions outlined in the solicitation documents.
    - 1. The contractor shall complete delivery within 120 days after receipt of purchase order.
  - b. ***GALVANIZED STEEL PIPE POSTS*** – Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, friction cap, and multi-directional slip base. Each stub must be complete with multi-directional slip base. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates sized according to Missouri Standard Plans and Specifications for Highway Construction.
    - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.
  - c. ***GALVANIZED STRUCTURAL STEEL POSTS*** – Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, hinge plates, splice plate, and a breakaway base. Each stub must be complete with a breakaway base. Replacement Fuse Plates and Splice Plates must be complete with appropriate bolts, nuts, and washers according to Missouri Standard Plans and Specifications for Highway

Construction. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates according to Missouri Standard Plans and Specifications for Highway Construction.

1. The contractor shall complete delivery within 90 days after receipt of purchase order.

d. **SQUARE STEEL PERFORATED POSTS** -- All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-03-04G and any other provisions outlined in the solicitation documents.

1. The contractor shall complete delivery within 45 days after receipt of purchase order.

### 2.3 Delivery Requirements:

2.3.1 The contractor shall deliver various posts as specified herein to the district and regional offices specified below and on Attachment B elsewhere herein. The contractor shall deliver such posts F.O.B. destination.

- a. Northwest District Office – St. Joseph, Missouri 64502
- b. Northeast District Office – Hannibal, Missouri 63401
- c. Northeast Regional Office – Macon, Missouri 63552
- d. Kansas City District Office – Lee’s Summit, Missouri 64064-8002
- e. Central District Office – Jefferson City, Missouri 65101
- f. St. Louis District Office – Chesterfield, Missouri 63017-5712
- g. Southwest District Office – Springfield, Missouri 65801
- h. Southwest Regional Office – Joplin, Missouri 64804
- i. Southeast District Office – Sikeston, Missouri 63801
- j. Southeast Regional Office – Willow Springs, Missouri 65793

2.3.2 If requested by MoDOT, the contractor shall deliver specified post types for a specified quantity at an accelerated lead time.

2.3.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

### 2.4 Liquidated Damage Requirements:

2.4.1 The contractor shall agree and understand that providing various posts in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide various posts in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

## **2.5 Invoicing and Payment Requirements:**

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 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.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 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 upon request.
- 2.5.6 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.
- 2.5.7 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.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.6 Other Contractual Requirements:**

- 2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until September 30, 2012 with two (2) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
- 2.6.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
  - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.

- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a price less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.6.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Various Posts".
- 3.1.2 All bids must be received at the following address no later than September 8, 2011 at 2:00 p.m., CDT.

Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Brenda Tyree  
830 MoDOT Drive  
Jefferson City, MO 65109

- 3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.4 The bidder shall submit the required certifications with the bid. See the MGS specified elsewhere herein.
- 3.1.5 Open Competition / Request For Bid Document:
  - a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
  - c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

- 3.1.7 Cost Determination - The low bid shall be determined by adding the bidder's line items within each range of post type category. For each category, the totals from the three (3) ranges will be added together for each bidder to determine the lowest bid.
- 3.1.8 Contract Award – One (1) contract award shall be made for each of the four (4) post type categories.
- 3.1.9 MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.
  - a. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

*GALVANIZED STEEL MARKER POSTS (CHANNEL)*

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR  
*GALVANIZED STEEL MARKER POSTS (CHANNEL)* LINE ITEMS**

4. PRICING PAGE  
*GALVANIZED STEEL PIPE POSTS*

**CLICK ON THE SEPARATE LINK ON THE M<sub>o</sub>DOT WEBSITE PAGE FOR  
*GALVANIZED STEEL PIPE POSTS* LINE ITEMS**

4. PRICING PAGE  
*GALVANIZED STRUCTURAL STEEL POSTS*

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR  
*GALVANIZED STRUCTURAL STEEL POSTS* LINE ITEMS**

4. PRICING PAGE  
*SQUARE STEEL PERFORATED POSTS*

**CLICK ON THE SEPARATE LINK ON THE M<sub>o</sub>DOT WEBSITE PAGE FOR  
*SQUARE STEEL PERFORATED POSTS* LINE ITEMS**



GALVANIZED STEEL MARKER POSTS MGS 92-02G

**1.0 SCOPE.** This specification covers the requirements for channel, modified channel light, medium, and heavy or delineator galvanized steel marker posts.

**2.0 MATERIAL.**

**2.1 Steel.** The posts shall be re-rolled rail steel or an equivalent steel conforming to the mechanical requirements of ASTM A 499, Grade 60 and to the chemical requirements of ASTM A 1.

**2.2 Coating.** The posts shall be galvanized after fabrication in accordance with the requirements of AASHTO M 111. The weight of zinc coating shall average not less than two (2) ounces per square foot of the surface coated, and no individual specimen shall show less than 1.8 ounces per square foot.

**2.2.1** Damaged coating shall be repaired in accordance with Specification Sec 1081.

**2.3 Dimensions.**

**2.3.1 Length.** The posts shall be of the length specified in the bid request or as stated in the standard plans with a tolerance in length of minus one inch and plus two inches.

**2.3.2 Weight Per Foot.** The weight per foot before punching or galvanizing shall comply with the following:

	Pounds Per Foot
Heavy Post	2.60 ± .20
Medium Post	2.03 ± .23
Light Posts	1.30 ± .20

**2.3.3 Cross Section Dimensions.** The cross-section dimensions shall comply with the details shown on Drawing "A" of this specification.

**2.3.4 Hole Punching.** All holes shall be 3/8" in diameter, spaced along the center line of the web.

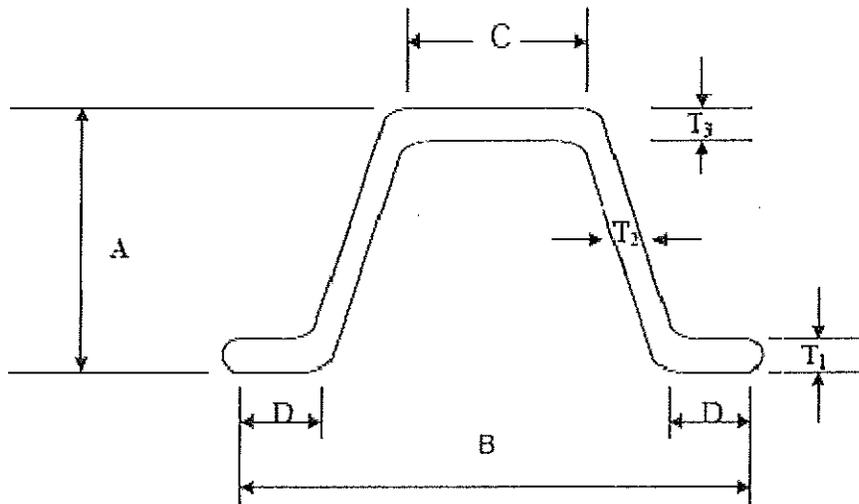
**2.3.4.1** Light posts shall have 30 holes, one inch center to center, beginning one inch from the end of the post.

**2.3.4.2** Medium and Heavy posts shall have holes of one inch center to center for the entire length of the post, beginning one inch from the end of the post.

**3.0 CERTIFICATION.** The fabricator shall furnish to the engineer at destination a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to Section 2.1 of this specification. A certification shall be submitted with the bid.

4.0 INSPECTION. The material will be inspected at the source or at destination as determined by the engineer.

5.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based on an acceptable certification and on inspection by the engineer.



DRAWING 'A'

CHANNEL, MODIFIED CHANNEL, OR DELINEATOR STEEL MARKER POST  
 Dimensions (inches)\*

A	B	C	D	T1	T2	T3
<b>HEAVY POST</b>						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	1 TO 1-3/8	1/2 TO 3/4	5/32 TO 7/32	3/32 TO 7/32	5/32 TO 7/32
<b>MEDIUM POST</b>						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	3-1/32 TO 1-3/8	15/32 TO 23/32	7/64 TO 11/64	7/64 TO 11/64	7/64 TO 11/64
<b>LIGHT POST</b>						
7/8 TO 1-1/4	1-15/16 TO 2-3/16	5/8 TO 1	3/8 TO 5/8	3/32 TO 5/32	3/32 TO 5/32	3/32 TO 5/32

\*Tolerances shown hereon are absolute. No further dimensional tolerances will be acceptable.



CONSTRUCTION & MATERIALS



GALVANIZED STEEL CHANNEL POSTS FOR DELINATORS MGS 05-02A

**1.0 SCOPE.** This specification covers the requirements for galvanized steel delineator posts.

**2.0 MATERIAL.**

**2.1 Steel.** The posts shall be manufactured from ductile ASTM A36 or ASTM A1011 Grade 60 steel.

**2.2 Coating.** The posts shall be galvanized after fabrication in accordance with the requirements of AASHTO M 111. The weight of zinc coating shall average not less than two (2) ounces per square foot of the surface coated, and no individual specimen shall show less than 1.8 ounces per square foot.

**2.2.1 Damaged coating** shall be repaired in accordance with Specification Sec 1081.

**2.3 Dimensions.**

**2.3.1 Length.** The posts shall be 7 feet in length or as specified in the bid request with a tolerance in length of plus or minus one inch.

**2.3.2 Weight Per Foot.** The weight per foot before punching or galvanizing shall be 1.12 pounds, plus or minus 0.05 pounds.

**2.3.3 Cross Section Dimensions.** The cross-section dimensions shall comply with the details shown on Drawing "A" of this specification.

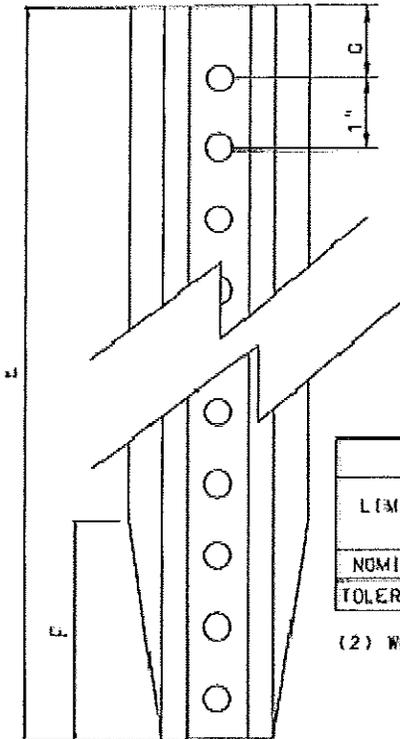
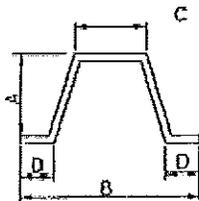
**2.3.4 Hole Punching.** All holes shall be 3/8" in diameter, spaced along the center line of the web.

**3.0 CERTIFICATION.** The fabricator shall furnish to the engineer at destination a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to Section 2.1 of this specification. A certification shall be submitted with the bid.

**4.0 INSPECTION.** The material will be inspected at the source or at destination as determined by the engineer.

**5.0 ACCEPTANCE.** Acceptance of posts furnished under this specification will be based on an acceptable certification and on inspection by the engineer.

# CHANNEL POST FOR DELINEATORS



HOLE PUNCHING TO EQUAL  $\frac{3}{8}$ " INCH DIAMETER HOLES, ONE INCH CENTER TO CENTER, BEGINNING ONE INCH FROM THE END AND CONTINUING THE ENTIRE LENGTH OF THE POST.

DELINEATOR POST								
LIMITS	LBS/FT (2)	DIMENSIONS - INCHES						
		A	B	C	D	E	F	G
NOMINAL	1.12	1	2-1/4	$\frac{7}{8}$	$\frac{3}{8}$	84	3	$\frac{1}{2}$
TOLERANCE	$\pm 5\%$	$\pm \frac{1}{8}$	$\pm \frac{1}{8}$	$\pm \frac{1}{8}$	$\pm \frac{1}{8}$	$\pm 1$	$\pm \frac{1}{2}$	$\pm \frac{1}{4}$

(2) WEIGHT BEFORE GALVANIZING OR PUNCHING.

**STEEL:** The channel post for delineators shall be manufactured from ductile ASTM A 36 or ASTM A 1011 Gr 60 and as shown above. Posts shall be hot dipped galvanized after manufacture in accordance with Sec 1080 of Missouri Standard Specifications for Highway Construction, 2004. Damaged coating shall be repaired in accordance with Sec 1081.



**SQUARE STEEL PERFORATED POSTS MGS-03-04G**

**1.0 DESCRIPTION.** This specification covers square steel perforated posts for signs.

**2.0 MATERIALS.**

**2.1 Steel.** The steel shall be in accordance with the standard specification for hot rolled carbon sheet steel, structural quality, ASTM A 1011, Grade 50. The average minimum yield strength after cold-forming shall be a minimum of 50,000 psi.

**2.2 Coating.** The posts shall be hot-dipped galvanized steel in accordance with ASTM A 653, G90, structural quality, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post shall be galvanized. Modifications made to the post after the initial fabrication, such as additional welding or other alterations shall be galvanized.

**2.3 Dimensions.**

**2.3.1 Dimensional Tolerances.** All dimensional tolerances shall be in accordance with ASTM A 513, excepted as noted.

**2.3.2 Length.** The length of each post shall be in accordance with the bid request.

**2.3.3 Weight Per Foot.** The weight per foot shall be in accordance with the following or as specified:

Size	U.S.S. Gauge	Weight (lbs/foot)	Tolerance (lbs/foot)
2" x 2"	12	2.42	+/- 0.12
2 1/2" x 2 1/2"	12	3.14	+/- 0.16

**2.3.4 Cross Section.** The cross section of the post shall be square tube formed of 12 gauge (.105 U.S.S gauge) steel, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

**2.3.5 Hole Punching.** All holes shall be 7/16 ±1/64 inches in diameter on one (1) inch centers on all four sides down the entire length of the post. The holes shall be on the centerline of each side in true alignment and opposite each other directly and diagonally.

**2.3.6 Telescoping Properties.** Finished posts for telescoping post systems shall meet the general dimensional requirements and shall permit consecutive sizes of square tubes to telescope freely without the necessity of matching any particular face to any other face. The finished posts shall be straight and have a smooth, uniform finish. All holes and ends shall be free from burrs and ends shall be cut square.

**2.3.7 Anchors.** When anchors are specified the size and length shall be in accordance with the following.

- a) Anchors – Short piece of perforated square steel post in accordance with the following:  
 12 Gauge Steel – 2 1/4" x 2 1/4" x 36" for 2" posts

- b) Heavy Duty Anchors – Short piece of square steel tube meeting dimensions shown in Drawing "A" of this specification and in accordance with the following:
- 7 Gauge Steel – 2 ½" x 2 ½" x 36" or 48" for 2" posts
  - 7 Gauge Steel – 3" x 3" x 36" or 48" for 2 ½" posts

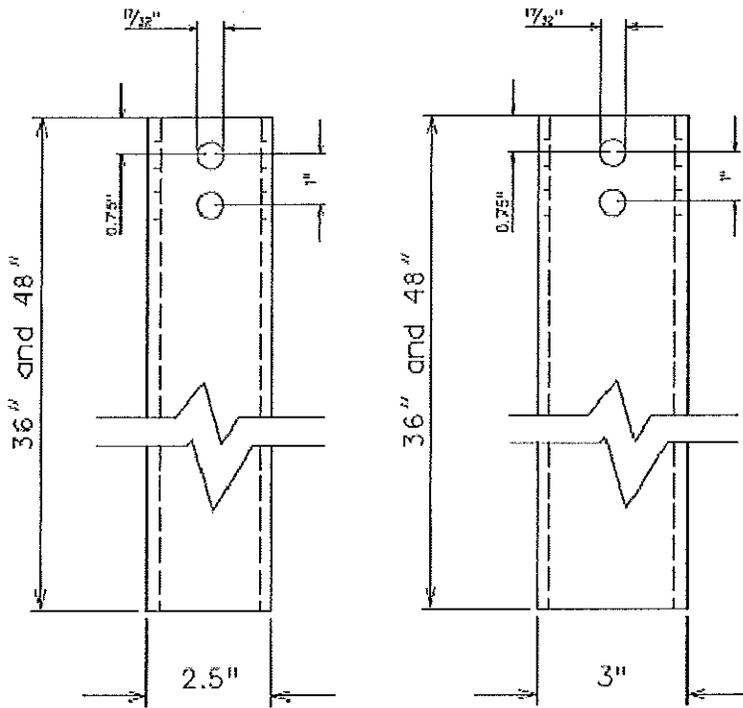
3.0 **Connecting Bolts and Nuts.** Bolts used to connect posts to anchors and sleeves shall be 5/16-inch, 18NC threads, grade 2 bent truss head bolts in accordance with ASTM A307 grade A. The bolts shall be mechanical zinc galvanized in accordance with ASTM B695, class 25. The nuts shall be 5/16-inch, 18NC threads, grade 2 serrated flange nuts in accordance with ASTM A194 and zinc electroplated in accordance with ASTM B633. Bolts for heavy duty anchors shall be 3/8" x 3 ½", 18NC threads, flanged shoulder bolts in accordance with ASTM A307 Grade A. Flanged nuts for heavy duty anchors shall be 18NC threads in accordance with ASTM A563 Grade A.

4.0 **CERTIFICATION.** The fabricator shall furnish to the engineer, a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to section 2.1 and 2.2 of this specification. A certification shall be submitted with the bid.

5.0 **INSPECTION.** The material will be inspected at the source or at the destination as determined by the engineer.

6.0 **ACCEPTANCE.** Acceptance of posts furnished under this specification will be based upon appropriate certification and upon inspection by the engineer.

# 7 Gauge, Heavy Duty Anchors

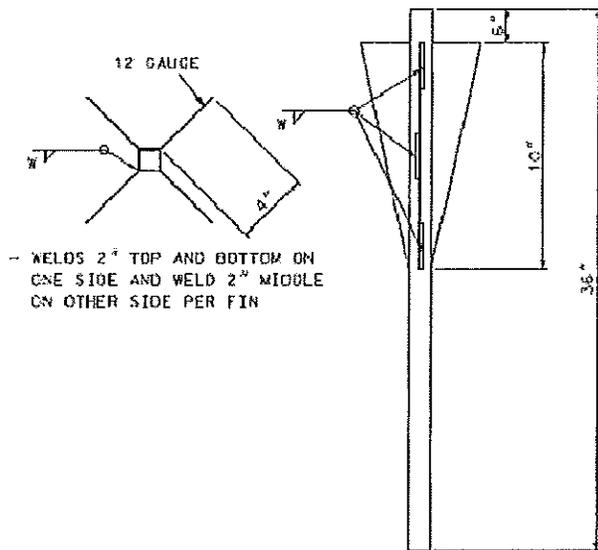


- Bolt Hole diameters -  $1\frac{7}{32}$ "
- 2 per side on all 4 sides per figure

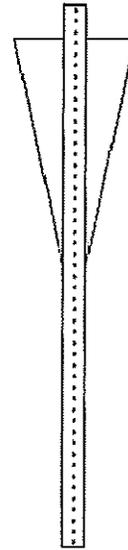
Drawing A

# Omni-Directional Anchor

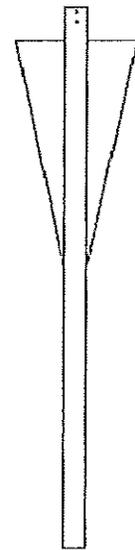
BOTH 12 AND 7 GAUGE  
OMNI-DIRECTIONAL



ANCHOR DETAILS



12 GAUGE ANCHOR



7 GAUGE ANCHOR

NOTE:  
ALL CASTINGS SHALL BE GALVANIZED AFTER FABICATION PER  
MOOT STANDARD SPECIFICATIONS

ATTACHMENT A

PAST THREE CALENDAR YEARS USAGE FOR POSTS

Galvanized Steel Marker Posts

Commodity	Commodity Description	Average Ordered Qty
8013047500	POST, MEDIUM CHANNEL, #2, 6'	70
8013047505	POST, MEDIUM CHANNEL, #2, 6'6"	0
8013047510	POST, MEDIUM CHANNEL, #2, 8'	0
8013047515	POST, MEDIUM CHANNEL, #2, 9'	200
8013047520	POST, MEDIUM CHANNEL, #2, 10'	670
8013047525	POST, MEDIUM CHANNEL, #2, 12'	1,440
8013047527	POST, MEDIUM CHANNEL, #2, 14'	800
8013047528	POST, MEDIUM CHANNEL, #2, 15'	0
8013047529	POST, MEDIUM CHANNEL, #2, 16'	0
8013047530	POST, HEAVY CHANNEL, #3, 6'	0
8013047535	POST, HEAVY CHANNEL, #3, 9'	0
8013047540	POST, HEAVY CHANNEL, #3, 10'	30
8013047545	POST, HEAVY CHANNEL, #3, 12'	550
8013047550	POST, HEAVY CHANNEL, #3, 14'	150
8013055700	POST, SIGN, STEEL, R/W POST, 6 FT. 1 LB, STEEL CHANNEL	525
8013055720	POST, SIGN, STEEL, DELINEATOR POST, 7FT. STEEL CHANNEL	2,520

ATTACHMENT A, continued

PAST THREE CALENDAR YEARS USAGE FOR POSTS

**Galvanized Steel Pipe Posts**

Commodity	Commodity Description	Average Ordered Qty
8013047137	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 10 FT. WITH M. BASE	80
8013047139	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 12 FT, WITH M. BASE	90
8013047141	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 14 FT., W/ MD BASE	50
8013047143	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 16 FT. WITH M. BASE	10
8013047145	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN X 18 FT., WITH M. BASE	10
8013047147	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 20 FT., WITH M. BASE	0
8013047171	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 10 FT., W/ MD BASE	0
8013047172	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 12 FT. WITH M. BASE	10
8013047174	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 14 FT., WITH M. BASE	25
8013047176	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 16 FT., WITH M. BASE	70
8013047178	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 18 FT., WITH M. BASE	0
8013047180	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 20 FT., WITH M. BASE	70
8013047212	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 12 FT., WITH M. BASE	0
8013047214	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 14 FT., WITH M. BASE	0
8013047216	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 16 FT., WITH M. BASE	20
8013047218	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 18 FT., WITH M. BASE	10
8013047220	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 20 FT., WITH M. BASE	40
8013023252	BASE, SIGN POST MOUNTING, STUB, 2-1/2"X3' WITH 3-1/2" M. BASE	90
8013023254	BASE, SIGN POST MOUNTING, STUB, 3"X4' WITH 3-1/2" M. BASE	180
8013023258	BASE, SIGN POST MOUNTING, STUB, 4"X5' WITH 3-1/2" M. BASE	20

ATTACHMENT A, continued

PAST THREE CALENDAR YEARS USAGE FOR POSTS

Galvanized Structural Steel Posts

Commodity	Commodity Description	Average Ordered Qty
8013023388	BASE, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 3' 0"	270
8013023440	BASE, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 5' 6"	0
8013047412	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 12' 0"	50
8013047414	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 14' 0"	90
8013047416	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 15' 0"	90
8013047418	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 16' 0"	120
8013047420	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 18' 0"	140
8013047422	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 20' 0"	100
8013047424	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 30' 0"	0
8013047439	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 30' 0"	25
8013047884	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 14' 0"	0
8013047886	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 15' 0"	0
8013047888	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 16' 0"	10
8013047890	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 17' 0"	0
8013047906	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 18' 0"	10
8013047908	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 20' 0"	100
8013047909	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 18' 0"	0
8013047910	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 20' 0"	0
8013047911	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 22' 0"	0
8013047912	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 28' 0"	10
8013047913	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 25' 0"	0
8013047914	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 40' 0"	0
8013047915	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 30' 0"	0
8013047916	POST, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 40' 0"	0
8013047923	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 18' 0"	0
8013047924	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 20' 0"	1
8013047925	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 22' 0"	0
8013047926	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 26' 0"	0
8013047927	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 24' 0"	0
8013047929	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 30' 0"	10
8013047934	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 24' 0"	0
8013047936	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 26' 0"	0
8013047940	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 30' 0"	0

ATTACHMENT A, continued

PAST THREE CALENDAR YEARS USAGE FOR POSTS

**Square Steel Perforated Posts**

Commodity	Commodity Description	Average Ordered Qty
8013023206	BASE, SIGN POST MOUNTING, SQUARE PERFORATE, 2-1/4" POST ANCHOR	1,440
8013023208	BASE, SIGN-POST MOUNTING 2-1/4", OMNI ANCHOR (TORPEDO STYLE)	6,680
8013023214	BASE SIGN-POST MOUNT. 3", SGL.HD ANCHOR 7GA (2.5" PSST POST)	1,880
8013023230	BASE, SIGN-POST MOUNTING 3", SINGLE PIECE BREAKAWAY ANCHOR	2,620
8013047570	POST, SQUARE, PERFORATED, 2"X10'	2,875
8013047575	POST, SQUARE, PERFORATED, 2.5"X10'	290
8013047595	POST, SQUARE, PERFORATED, 2" X 11'	0
8013047600	POST, SQUARE, PERFORATED, 2.5" X 11'	0
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	5,140
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	2,960
8013047670	POST, SQUARE, PERFORATED, 2" X 14'	1,780
8013047672	POST, SQUARE, PERFORATED, 2" X 16'	175
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	3,850
8013047679	POST, SQUARE, PERFORATED, 2.5" X 16'	510
8013059083	BOLT SIGN, CORNER 5/16" X 2" MED. ZINC-GALV. GRADE 2 (W/NUT)	5,080
8013059085	BOLT SIGN, CORNER 5/16" X 2.5" LRG.ZINC-GALV.GRADE 2 (W/NUT)	5,420

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes):  Phone #:  Cellular #:  Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business</u> .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises ( <u>M/WBE</u> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u> .		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

## Preference Certification

All bidders must furnish ALL applicable information requested below

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced</u> .	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

**NOTICE**

MoDOT is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the MoDOT specifications.

Each bidder is asked to indicate below whether they would be willing to offer Various Posts listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Various Posts meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**  
**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

**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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

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 the MHTC, (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.

**Status of Independent Contractor**

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.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.