

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES
830 MoDOT DRIVE - P.O. BOX 270
JEFFERSON CITY, MO 65101

Table with 2 columns: Field Name, Value. Includes REQUEST NO. (2-071106), DATE (October 22, 2007), PAGE NO. (1), NO. OF PAGES (40).

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

10:00 a.m., CDT, November 6, 2007

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 Statewide Locations

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

Table with 4 columns: Field Name, Value. Includes BUYER (Angela Sutton, Procurement Agent), BUYER TELEPHONE (573.526.7929), BUYER EMAIL (Angela.Sutton@modot.mo.gov).

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide Corrugated Metal Pipe. Sealed bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as described in this bid.

***NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Corrugated Metal Pipe. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(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.

Form with fields for Date, Telephone No., Fax No., Federal I.D. No., Email Address, Firm Name, Address, By (Signature), Type/Print Name, Title.

RFB CHECKLIST

The following items are very important. Please read carefully and submit the required pages. The pages listed below must be submitted with your bid prior to the RFB deadline, **10:00 AM, CDT, November 6, 2007.**

- Vendor Information
- Pricing Page
- Preference in Purchasing
- Missouri Domestic Products Act
- Cooperative Agreement, if applicable
- Bid Bond Documentation, if applicable
 - *Anti-Collusion Statement
 - *Bid Bond
- Prevailing Wage Documentation, if applicable
- Addendum, if issued

*******IMPORTANT, PLEASE READ THE FOLLOWING!*******

EXECUTIVE ORDER 07-13. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**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. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

*In compliance with the above invitation for bids, 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.*

ADDITIONAL VENDOR INFORMATION

VENDOR CONTACT NAME	TITLE
VENDOR SIGNATURE	Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Corrugated Metal Pipe

Request No. 2-071106

1. Introduction:

1.1 This contract is to establish firm-fixed-pricing for Corrugated Metal Pipe and bands with bolts and nuts for maintenance purposes.

2. Term of Contract:

2.1 The term of this contract shall be from date of award through September 30, 2008.

2.2 Escalation Clause - In the event the contractor requests a price increase after six (6) months of the contract 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 for a price increase, 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. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

3. Quantities:

3.1 The quantities identified in the Pricing Pages are estimates only. MoDOT may increase or decrease quantities as needed. MoDOT will issue purchase orders after the Missouri Highways and Transportation Commission approves the contract.

4. Delivery

4.1 Corrugated Metal Pipe and bands with bolts and nuts shall be delivered to various MoDOT maintenance facilities as identified by each purchase order.

4.2 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.

4.3 The supplier (or hauler) shall give the appropriate District Office or other designated contact person(s) at least twenty-four (24) hours notice prior to making delivery to a maintenance facility.

5. Rejected Material:

5.1 It will be the responsibility of the supplier to remove all rejected material from state property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate and not picked up by the supplier within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate. All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

6. Specifications:

6.1 This request is for the procurement of Corrugated Metal Pipe to be used by MoDOT. The material shall meet the enclosed MoDOT specification designated as MGS-91-11G.

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Corrugated Metal Pipe

Request No. 2-071106

7. Bid Submission

- 7.1 This Request For Bid seeks bids from qualified organizations to provide Corrugated Metal Pipe and bands with bolts and nuts located throughout the State of Missouri with an effective contract period from Date of Award through September 30, 2008 to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed package to Ms. Angela Sutton, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed package to the General Services Procurement Office located at 830 MoDOT Drive, Jefferson City, Missouri 65109. All questions regarding the RFB shall be submitted to Ms. Angela Sutton. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CDT, November 6, 2007.**

RFB Coordinator:

**Ms. Angela Sutton, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-526-7929
FAX: 573-526-1218**

- 7.2 All bids must be received in a sealed package clearly marked **“Corrugated Metal Pipe”**
- 7.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 7.4 **Bid Guaranty/Contract Bond:**
- a. Each bid 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.
 - d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Corrugated Metal Pipe

Request No. 2-071106

may be re-advertised and performed under contract or otherwise, as the Commission may decide.
No contract shall be considered effective until it has been executed by all parties thereto.

- 7.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 7.6 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 7.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on a “District-by-District” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 7.8 **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 the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.
- 7.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the MoDOT.

DISTRICT 1 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	510		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	150	5	RUSHVILLE
20	100	5	BETHANY
20	160	8	GALLATIN
20	100	5	EAGLEVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	150		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	BETHANY
20	40	2	BETHANY
25	100	4	EAGLEVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960440	PIPE, CORRUGATED METAL, 21" DIAMETER	50		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	COFFEY

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	510		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	150	5	RUSHVILLE
25	100	4	BETHANY
20	120	6	BETHANY
20	160	8	GALLATIN
25	50	2	EAGLEVILLE
20	40	2	EAGLEVILLE
40	120	3	CAMERON
20	20	1	CAMERON

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	500		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	BETHANY
20	40	2	BETHANY
20	160	8	GALLATIN
25	100	4	EAGLEVILLE
20	100	5	EAGLEVILLE
25	50	2	COFFEY

DISTRICT 1 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	350		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	120	4	RUSHVILLE
25	50	2	BETHANY
25	100	4	EAGLEVILLE
40	80	2	CAMERON

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	EAGLEVILLE
25	50	2	COFFEY

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	175		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	75	3	BETHANY
25	50	2	EAGLEVILLE
25	50	2	COFFEY

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	60		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	60	3	EAGLEVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	110		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	60	3	BETHANY
25	50	2	EAGLEVILLE

DISTRICT 1 (continued)

24" BAND W/BOLTS & NUTS

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	16		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	5		
2102980440	BAND W/ BOLTS & NUTS, CMP, 21" DIAMETER	1		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	13		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	12		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	7		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	2		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	4		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	2		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	3		

*Delivery for these items may include the following locations: Bethany, Gallatin, Eagleville, Rushville, Coffey and Cameron.

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 2 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	300		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	120	6	CHILLICOTHE
20	120	6	NEW CAMBRIA
20	60	3	LANCASTER
20	60	3	UNIONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	1300		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	LANCASTER
10	20	2	UNIONVILLE
20	40	2	UNIONVILLE
20	100	5	MILAN
20	160	8	PRINCETON
20	40	2	TRENTON
20	120	6	JCT. C&V
20	80	4	KEYTESVILLE
30	120	4	KEYTESVILLE
20	120	6	BOSWORTH
20	120	6	CARROLLTON
30	120	4	CARROLLTON
20	160	8	MARSHALL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	980		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	LANCASTER
20	80	4	MILAN
20	160	8	PRINCETON
20	40	2	TRENTON
20	80	4	KEYTESVILLE
30	120	4	KEYTESVILLE
20	120	6	CARROLLTON
30	120	4	CARROLLTON
20	40	2	MARSHALL
20	120	6	HARRIS

DISTRICT 2 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	760		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	CHILLICOTHE
20	160	8	PRINCETON
20	80	4	TRENTON
20	80	4	KEYTESVILLE
30	120	4	KEYTESVILLE
20	80	4	BOSWORTH
20	120	6	CARROLLTON
20	80	4	HARRIS

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	560		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	CHILLICOTHE
20	100	5	MILAN
20	80	4	KEYTESVILLE
30	120	4	KEYTESVILLE
20	40	2	BROOKFIELD
20	80	4	FAYETTE
30	60	2	FAYETTE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	260		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	CHILLICOTHE
20	100	5	PRINCETON
20	60	3	BOSWORTH

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	340		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	140	7	CHILLICOTHE
20	100	5	MILAN
20	100	5	GREEN CITY

DISTRICT 2 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	360		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	TRENTON
20	160	8	CARROLLTON
20	40	2	MARSHALL
20	80	4	GREEN CITY

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	50		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	BROOKFIELD

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	25		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	31		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	20		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	15		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	8		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	10		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	12		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	10		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	1		

END SECTION CMP FLARED

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935120	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 12" DIA	2		

*Delivery for these items may include the following locations: Chillicothe, New Cambria, Lancaster, Unionville, Milan, Princeton, Trenton, Jct. C&V, Bosworth, Carrollton, Marshall, Harris, Fayette, Green City and Brookfield.

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 3 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	72		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
24	72	3	WILLIAMSBURG

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	3680		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	400	20	EDINA
20	300	15	NOVELTY
30	120	4	SHELBINA
20	160	8	SHELBINA
20	60	3	SHELBYVILLE
20	400	20	MEMPHIS
20	500	25	WAYLAND
20	600	30	CANTON
20	100	5	MONROE CITY
10	40	4	MONROE CITY
20	400	20	NEW FLORENCE
20	400	20	BOWLING GREEN
20	200	10	EOLIA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	3850		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	WILLIAMSBURG
20	400	20	EDINA
20	200	10	NOVELTY
20	60	3	SHELBYVILLE
20	400	20	MEMPHIS
20	500	25	WAYLAND
20	500	25	CANTON
20	100	5	MONROE CITY
10	30	3	MONROE CITY
20	200	10	NEW FLORENCE
20	400	20	BOWLING GREEN
20	400	20	EOLIA
20	80	4	MONTGOMERY CITY
20	500	25	WARRENTON

DISTRICT 3 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	1930		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	NOVELTY
20	160	8	SHELBINA
30	120	4	SHELBINA
20	80	4	SHELBYVILLE
20	160	8	MEMPHIS
20	200	10	WAYLAND
20	300	15	CANTON
20	120	6	MONROE CITY
10	30	3	MONROE CITY
20	100	5	NEW FLORENCE
20	200	10	EOLIA
20	80	4	MONTGOMERY CITY
20	200	10	WARRENTON

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	880		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	SHELBINA
30	120	4	SHELBINA
20	120	6	WAYLAND
20	40	2	MONROE CITY
10	20	2	MONROE CITY
20	100	5	NEW FLORENCE
20	400	20	EOLIA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	170		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	120	6	MEMPHIS
16	32	2	CENTER
18	18	1	CENTER

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	310		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
25	50	2	EDINA
20	80	4	SHELBINA
20	60	3	WAYLAND
20	120	6	HANNIBAL

DISTRICT 3 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	450		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	SHELBINA
20	120	6	MEMPHIS
20	80	4	WAYLAND
20	40	2	MONROE CITY
10	10	1	MONROE CITY
20	120	6	HANNIBAL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960520	PIPE, CORRUGATED METAL, 54" DIAMETER	120		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	120	6	HANNIBAL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	470		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	60	2	EDINA
30	60	2	SHELBYVILLE
20	120	6	MEMPHIS
20	100	5	MONROE CITY
10	10	1	MONROE CITY
20	120	6	HANNIBAL

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960550	PIPE, CORRUGATED METAL, 72" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	MEMPHIS
10	20	2	MEMPHIS

DISTRICT 3 (continued)

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	2		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	105		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	96		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	55		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	40		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	13		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	11		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	23		
2102980510	BAND W/ BOLTS & NUTS, CMP, 54" DIAMETER	4		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	15		
2102980540	BAND W/ BOLTS & NUTS, CMP, 72" DIAMETER	4		

*Delivery for these items may include the following locations: Williamsburg, Edina, Novelty, Shelbina, Memphis, Wayland, Canton, Monroe City, New Florence, Bowling Green, Eolia, Hannibal, Center and Shelbyville.

CMP ARCH SECTIONS

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960216	PIPE, CORRUGATED METAL, 35IN X 24IN FLARED ARCH B-5=30" DIA	40		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	NEW FLORENCE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960257	PIPE, CORRUGATED METAL, 42IN X 29IN FLARED ARCH B-6=36" DIA	40		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	WAYLAND

END SECTION CMP FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935190	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 18" DIA	2		

DISTRICT 3 (continued)

BAND BOLT NUT FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980050	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B5=30" DIA	1		

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980060	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B6=36" DIA	1		

****Delivery for these items may include the following locations: Williamsburg, New Florence and Wayland.**

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 4 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	60		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	60	2	HARRISONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	1380		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	180	9	HARRISONVILLE
20	200	10	KEARNEY
20	800	40	URICH
10	200	20	URICH

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	90		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	90	3	HARRISONVILLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960510	PIPE, CORRUGATED METAL, 48" DIAMETER	40		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	40	2	HARRISONVILLE

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	55		
2102980490	BAND W/ BOLTS & NUTS, CMP, 48" DIAMETER	1		

*Delivery for these items may include the following locations: Kearney, Urich and Harrisonville.

DISTRICT 4 (continued)

END SECTION CMP FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935150	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 15" DIA	10		

END SECTION ARCH FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935610	END SECTIONS, FLARED ARCH CORRUGATED METAL PIPE B-1=15" DIA	10		

BAND BOLT NUT FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980010	BAND W/BOLTS & NUTS; FLARED ARCH CMP, B1=15" DIA	10		

****Delivery for these items includes the following location: Kearney.**

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 5 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	580		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	200	10	VERSAILLES
20	200	10	CAMDENTON
30	60	2	DRAKE
20	20	1	DRAKE
20	100	5	VIENNA

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	3298		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	400	20	VERSAILLES
20	400	20	CAMDENTON
30	180	6	DRAKE
20	80	4	DRAKE
20	300	15	VIENNA
20	200	10	WARSAW
28	168	6	LAMONTE
20	160	8	CHAMOI
20	200	10	ROUTE 100 STOCKPILE SITE
20	120	6	META
20	120	6	OWENSVILLE
30	210	7	OWENSVILLE
28	224	8	COLUMBIA
46	368	8	FULTON
28	168	6	FULTON

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	1736		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	200	10	VERSAILLES
20	200	10	CAMDENTON
30	180	6	DRAKE
20	80	4	DRAKE
20	300	15	WARSAW
20	200	10	ROUTE 100 STOCKPILE SITE
20	120	6	OWENSVILLE
30	180	6	OWENSVILLE
46	276	6	FULTON

DISTRICT 5 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	1206		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	200	10	VERSAILLES
20	200	10	CAMDENTON
30	90	3	DRAKE
20	40	2	DRAKE
20	300	15	VIENNA
20	80	4	OWENSVILLE
44	176	4	FULTON
20	120	6	BELLE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	340		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	120	6	VERSAILLES
20	120	6	CAMDENTON
30	60	2	DRAKE
20	40	2	DRAKE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
30	60	2	DRAKE
20	40	2	DRAKE

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	3		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	29		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	14		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	16		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	3		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	2		

*Delivery for these items may include the following locations: Drake, Vienna, Chamois, Route 100 Stockpile Site, Meta, Owensville and Belle.

DISTRICT 5 (continued)

END SECTION CMP FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935150	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 15" DIA	12		

**Delivery for these items may include the following location: Lamonte.

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 8 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960410	PIPE, CORRUGATED METAL, 12" DIAMETER	100		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	MOUNTAIN GROVE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	200		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	200	10	SEYMOUR

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	300		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	300	15	MOUNTAIN GROVE

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980410	BAND W/ BOLTS & NUTS, CMP, 12" DIAMETER	10		
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	3		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	18		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	3		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	20		

*Delivery for these items may include the following locations: Mountain Grove, Ava and Seymour.

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 9 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960420	PIPE, CORRUGATED METAL, 15" DIAMETER	80		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	ALTON/4901

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	380		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	80	4	ALTON/4901
20	300	15	VAN BUREN/4928

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	300		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	300	15	VAN BUREN/4928

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980420	BAND W/ BOLTS & NUTS, CMP, 15" DIAMETER	2		
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	10		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	8		

*Delivery for these items may include the following locations: Alton/4901 and Van Buren/4928.

END SECTION CMP FLARED**

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102935150	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 15" DIA	20		
2102935190	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 18" DIA	16		
2102935250	CULVERTS: END SECT. FOR PIPE FLARED CORRUGATED METAL, 24" DIA	20		

**Delivery for these items may include the following location: Van Buren/4928.

Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

DISTRICT 10 PRICING PAGE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960430	PIPE, CORRUGATED METAL, 18" DIAMETER	696		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
18	180	10	HAYTI
20	40	2	ADVANCE
22	66	3	ADVANCE
24	48	2	ADVANCE
26	26	1	ADVANCE
18	108	6	SIKESTON RTE. AA STOCKPILE
20	80	4	SIKESTON RTE. AA STOCKPILE
24	96	4	SIKESTON RTE. AA STOCKPILE
26	52	2	SIKESTON RTE. AA STOCKPILE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960450	PIPE, CORRUGATED METAL, 24" DIAMETER	1230		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
22	264	12	KENNETT
24	240	10	KENNETT
28	280	10	KENNETT
22	110	5	HAYTI
18	108	6	SIKESTON RTE. AA STOCKPILE
20	80	4	SIKESTON RTE. AA STOCKPILE
24	96	4	SIKESTON RTE. AA STOCKPILE
26	52	2	SIKESTON RTE. AA STOCKPILE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960460	PIPE, CORRUGATED METAL, 30" DIAMETER	1020		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
20	100	5	KENNETT
28	280	10	KENNETT
24	120	5	KENNETT
28	168	6	HAYTI
26	52	2	ADVANCE
18	72	4	SIKESTON RTE. AA STOCKPILE
20	80	4	SIKESTON RTE. AA STOCKPILE
24	96	4	SIKESTON RTE. AA STOCKPILE
26	52	2	SIKESTON RTE. AA STOCKPILE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960470	PIPE, CORRUGATED METAL, 36" DIAMETER	344		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
22	44	2	ADVANCE
18	72	4	SIKESTON RTE. AA STOCKPILE
20	80	4	SIKESTON RTE. AA STOCKPILE
24	96	4	SIKESTON RTE. AA STOCKPILE
26	52	2	SIKESTON RTE. AA STOCKPILE

DISTRICT 10 (continued)

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960480	PIPE, CORRUGATED METAL, 42" DIAMETER	44		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
22	44	2	ADVANCE

COMMODITY CODE	DESCRIPTION	TOTAL QTY. IN LF	UNIT PRICE PER LF	EXTENDED PRICE
2102960530	PIPE, CORRUGATED METAL, 60" DIAMETER	46		

SECTION LENGTH	QTY IN LF	NUMBER OF PIPES	LOCATION
22	22	1	ADVANCE
24	24	1	ADVANCE

24" BAND W/BOLTS & NUTS*

COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
2102980430	BAND W/ BOLTS & NUTS, CMP, 18" DIAMETER	17		
2102980450	BAND W/ BOLTS & NUTS, CMP, 24" DIAMETER	11		
2102980460	BAND W/ BOLTS & NUTS, CMP, 30" DIAMETER	21		
2102980470	BAND W/ BOLTS & NUTS, CMP, 36" DIAMETER	8		
2102980480	BAND W/ BOLTS & NUTS, CMP, 42" DIAMETER	1		
2102980520	BAND W/ BOLTS & NUTS, CMP, 60" DIAMETER	1		

59

*Delivery for these items may include the following locations: Kennett, Hayti, Advance and Sikeston Rte. AA Stockpile.

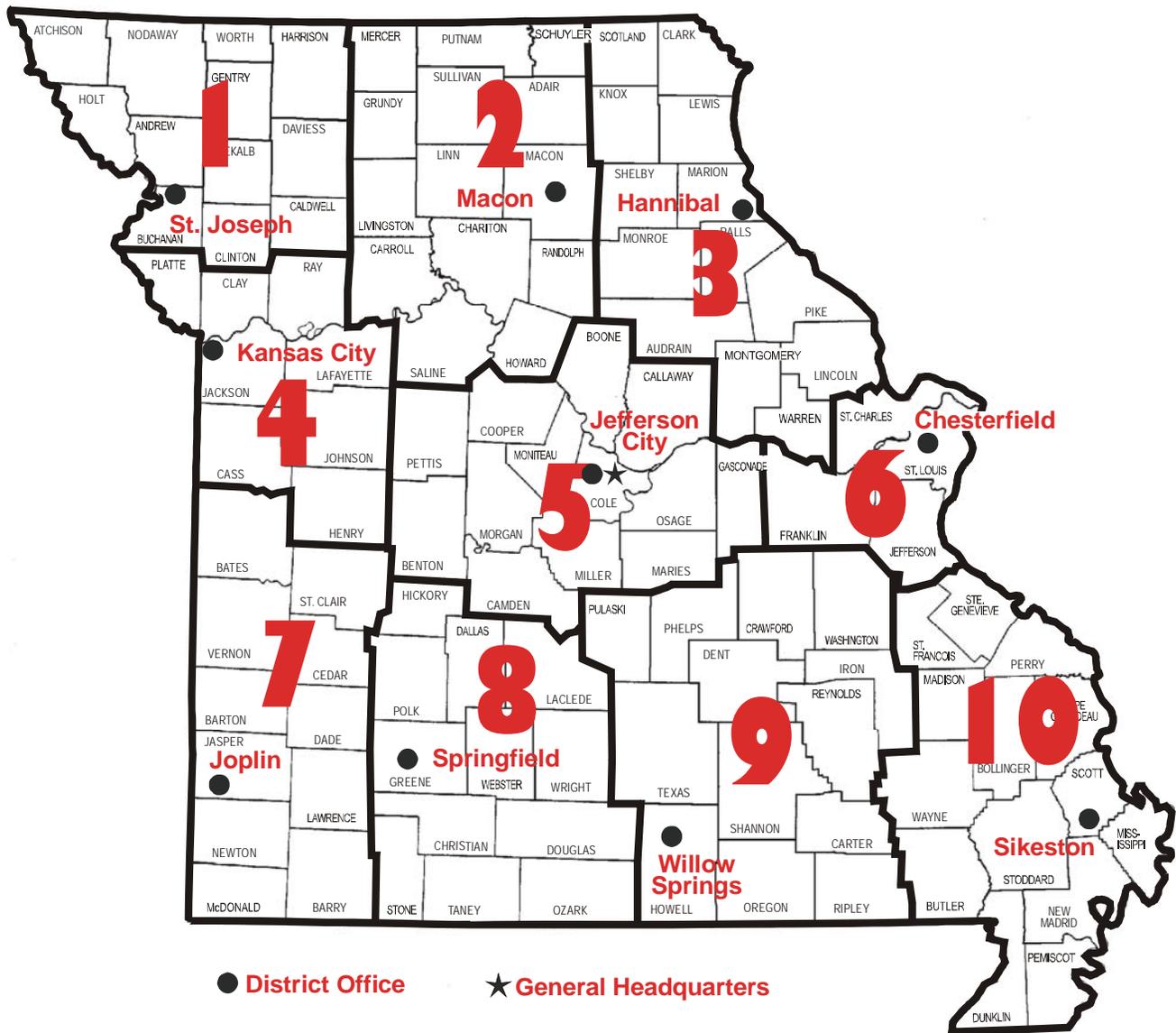
Show place of manufacture and point that material may be made available for inspection: _____

Show time for delivery: _____

Signature _____

Title _____

Missouri Department of Transportation District Outline Map



COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair	2	Cedar	7	Greene	8	Linn	2	Ozark	8	St. Louis	6
Andrew	1	Chariton	2	Grundy	2	Livingston	2	Pemiscot	10	Saline	2
Atchison	1	Christian	8	Harrison	1	McDonald	7	Perry	10	Schuyler	2
Audrain	3	Clark	3	Henry	4	Macon	2	Pettis	5	Scotland	3
Barry	7	Clay	4	Hickory	8	Madison	10	Phelps	9	Scott	10
Barton	7	Clinton	1	Holt	1	Maries	5	Pike	3	Shannon	9
Bates	7	Cole	5	Howard	2	Marion	3	Platte	4	Shelby	3
Benton	5	Cooper	5	Howell	9	Mercer	2	Polk	8	Stoddard	10
Bollinger	10	Crawford	9	Iron	9	Miller	5	Pulaski	9	Stone	8
Boone	5	Dade	7	Jackson	4	Mississippi	10	Putnam	2	Sullivan	2
Buchanan	1	Dallas	8	Jasper	7	Moniteau	5	Ralls	3	Taney	2
Butler	10	Daviess	1	Jefferson	6	Monroe	3	Randolph	2	Texas	9
Caldwell	1	Dekalb	1	Johnson	4	Montgomery	3	Ray	4	Vernon	7
Callaway	5	Dent	9	Knox	3	Morgan	5	Reynolds	9	Warren	3
Camden	5	Douglas	8	Laclede	8	New Madrid	10	Ripley	9	Washington	9
Cape Girardeau	10	Dunklin	10	Lafayette	4	Newton	7	St. Charles	6	Wayne	10
Carroll	2	Franklin	6	Lawrence	7	Nodaway	1	St. Clair	7	Webster	8
Carter	9	Gasconade	5	Levis	3	Oregon	9	St. Francois	10	Worth	1
Cass	4	Gentry	1	Lincoln	3	Osage	5	Ste. Genevieve	10	Wright	8



CORRUGATED METALLIC-COATED STEEL CULVERT PIPE, PIPE-ARCHES AND END SECTIONS MGS-91-11G

1.0 DESCRIPTION. These specifications cover the purchase of metallic-coated corrugated metal culvert pipe and appurtenances for maintenance purposes.

2.0 MATERIALS.

2.1 PIPE.

2.1.1 The pipe and connecting bands shall comply with applicable sections of [Specification Sec 725, 1020](#) and [1022](#), except as noted herein.

2.1.2 Unless otherwise noted in the bid request, the metallic coating may be either zinc or aluminum, as covered by the applicable specifications listed herein.

2.1.3 All pipe shall have either 2 2/3 by 1/2 inch or 3 by 1 inch corrugations.

2.1.4 The specified thickness of the coated sheet shall be any of those listed for the allowable overfill heights shown in Standard Plan 725.00A Table 1, for the pipe diameter specified and the corrugation used.

2.1.5 All pipe ends shall have 2 2/3 by 1/2 inch annular corrugations extending at least 4 corrugations from the pipe end. This will require re-rolling of ends for certain pipe.

2.1.6 Metal arch pipe B1 through B4 shall comply with the dimensional requirements of AASHTO M 36.

2.2 BANDS.

2.2.1 Unless otherwise noted in the order, bands shall be annular corrugated over the entire width of the band with 2 2/3 by 1/2 inch corrugations.

2.2.2 Unless otherwise noted in the order, all bands shall be a minimum of 24 inches in width.

3.0 ORDERING INFORMATION.

3.1 Specific diameter and quantity information for pipe and bands, and lengths for pipe, are to be shown in the order. Acceptable diameters are shown in [Specification Sec 725](#). Pipe lengths are to be in 2 foot increments.

3.2 Specific band information for type and width is to be shown in the order only if different from that specified herein. Alternate band types are dimple or formed, when allowed by the order.

3.3 If a specific metallic coating is desired, it is to be specified in the order for the applicable pipe and any applicable bands as "Zinc Coated" or "Aluminum Coated".

4.0 ACCEPTANCE. Material will be accepted in accordance with [Specification Sec 1020](#).

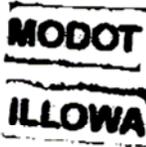


**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,
PIPE-ARCHES, AND END SECTIONS
FIELD SECTION 1020 TABLE 5
QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED
STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Contech Construction Products, Inc. 1509 West Mount Vernon Metamora, IL 61548 (10/04)	English	
Contech Construction Products, Inc. 200 John Williams Ave. Mitchell, IN 47446 (10/04)	English	
Contech Construction Products, Inc. 2707 NE Seward Topeka, KS 66616 (09/04)	English	
Contech Construction Products, Inc. 2474 Aspen Street Wahoo, NE 68066 (11/04)	English	
Contech Construction Products, Inc. 783 South Miller Drive Walnut Ridge, AR 72476 (10/04)	English	
Metal Culverts, Inc. 2107 Rear Missouri Blvd. P.O. Box 330 Jefferson City, MO 65102 (11/04)	English	
Metal Culverts, Inc. 109 Dakota Street Columbia, MO 65205 (12/04)	English	



**CORRUGATED METALLIC-COATED STEEL CULVERT PIPE,
 PIPE-ARCHES, AND END SECTIONS
 FIELD SECTION 1020 TABLE 5 Continued
 QUALIFIED FABRICATORS OF CORRUGATED METALLIC-COATED
 STEEL CULVERT PIPE, PIPE-ARCHES, AND END SECTIONS**

<u>Plant</u>	<u>Fabrication Units</u>	<u>Manufacturer's Ident Mark</u>
Metal Culverts, Inc. 504 North Industrial Drive P.O. Box 9 Maryville, MO 64468 (12/04)	English	
Thompson Culvert P.O. Box 1006 Sikeston, MO 63801 (8/04)	English	
Thompson Culvert 4151 East Kearney Springfield, MO 65803 (03/05)	English	
Thompson Culvert 110 Ford Lane Hazelwood, MO 63042 (05/05)	English	
Illowa Culvert & Supply Co. P.O. Box 43 2554 380 th Avenue Low Moor, IA 52757	English Metric	
J & J Metal Products Co. P.O. Box 349 702 North Pearl Paola, KS 66071		



PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

MISSOURI 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.

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

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Corrugated Metal Pipe

Request No. 2-071106

COOPERATIVE PROCUREMENT

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Corrugated Metal Pipe and bands with bolts and nuts** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department 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 **Corrugated Metal Pipe and bands with bolts and nuts** meeting the Department 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 Department 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 _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

Corrugated Metal Pipe

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 **Corrugated Metal Pipe** as set out in the bid to which this bond is attached.

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

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

(SEAL) _____
Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

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

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

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.

Executive Order

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

Preferences

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

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

2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

c. 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.
- c. 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.
- d. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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

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.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-91-11G and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- d. 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.
- e. 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.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

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

Permits, Licenses and Safety Issues

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

Award

- a. Award of this bid/quote/proposal will be made on a "District by District" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- e. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

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

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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Legal Weights

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

Increase or Decrease Quantities

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

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

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

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.