

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
 GENERAL SERVICES – PROCUREMENT  
 St. Louis District, 2309 Barrett Station Road  
 Ballwin, MO 63021

REQUEST NO.	SL14-016-R7
DATE	July 19, 2013
PAGE NO.	1
NO. OF PAGES	11

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

**2:00 p.m., Local Time, August 9, 2013**

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

**BIDS TO BE BASED F.O.B. DESTINATION**  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
 Submit net bid as cash discount stipulations will not be considered

Furnish Signs to:  
 Signing & Striping Building C  
 2309 Barrett Station Road  
 St. Louis, MO 63021

<b>BUYER:</b>	Stephanie Austin Rashid General Services Specialist
<b>BUYER EMAIL:</b>	Stephanie.AustinRashid@modot.mo.gov
<b>BUYER TELEPHONE:</b>	(314) 301-1439

Description

**Landscape Sponsor Signs**

**All work to be performed per Scope of Work, Attachment 001, and Specifications**

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.

**Note to Respondent:** A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

(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.*

<b>Date:</b> _____	<b>Firm Name:</b> _____
<b>Telephone No.:</b> _____	<b>Address:</b> _____
<b>Fax No.:</b> _____	_____
<b>Federal I.D. No.</b> _____	<b>By (Signature):</b> _____
<b>Email Address:</b> _____	<b>Type/Print Name</b> _____
	<b>Title:</b> _____

**Is your firm MBE certified?**  Yes  No      **Is your firm WBE certified?**  Yes  No

List all agencies your firm is currently certified with:

## **1.0 INTRODUCTION AND ORGANIZATION**

1.1 MoDOT is seeking qualified contractors to provide Landscape Sponsor Signs.

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

- 1) Introduction and Organization
- 2) Bid Submission Information
- 3) Components of Agreement
- 4) Other Requirements
- 5) **Scope of Work, Drawings Attachment 001**
- 6) **Pricing Pages (SIGN AND RETURN)**
- 7) Vendor Information and Preference Certification Form **(SIGN AND RETURN)**
- 8) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

## 2.0 BID SUBMISSION

- 2.1 Each bid must be mailed in a sealed package to Ms. Stephanie Austin Rashid, General Services Procurement Unit, 2309 Barrett Station Road, Ballwin, MO 63021, or hand-delivered in a sealed package to the General Services Procurement Office located at 2309 Barrett Station Road, Ballwin, MO 63021. All questions regarding the RFB should be submitted to the RFB Coordinator by August 4, 2013.

**Bid must be mailed by 10:00 a.m., CT, August 9, 2013.**

**RFB Coordinator:**

**Stephanie Austin Rashid, General Services Specialist**

**Missouri Department of Transportation**

**2309 Barrett Station Road**

**Ballwin, MO 63021**

**PHONE: (314) 301-1439; FAX: (314) 301-1437 or (573) 526-0016**

- 2.2 All bids must be received in a sealed package clearly marked “**SL14-016-R7, Landscape Sponsor Signs**”.

2.3 **Open Competition/Request for Bid Document.**

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 prior to bid closing date.

- 2.4 **Award:** Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.
- 2.5 **Rejection of Bids:** MHTC reserves the right to reject any or all bids, for any reason whatsoever.
- 2.6 **Insurance Requirements:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* that are attached to the bid documents for information on required insurance for this project.
- 2.7 **Non-Exclusivity:**  
The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

## 3.0 COMPONENTS OF AGREEMENT

- 3.1 The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the “Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions” that are attached to the RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract (if applicable) signed between the parties.

3.2 However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

#### **4.0 OTHER REQUIREMENTS**

4.0 The contractor shall provide all deliverables/services to the sole satisfaction of MHTC.

4.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

4.2 It is the bidders responsibility to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of the RFB process.

[http://www.modot.mo.gov/business/contractor\\_resources/Commodities.htm](http://www.modot.mo.gov/business/contractor_resources/Commodities.htm)

## **5.0 SCOPE OF WORK**

### **SL14-016-R7 Landscape Sponsor Signs**

Contractor to supply a quantity of 8 (eight) landscape sponsor signs. No installation required. All nuts, bolts, brackets and materials should be supplied with signs. No posts are required.

**Reference Attachment 001.**

#### **5.0 QUALITY ASSURANCE AND WARRANTY**

Obtain each sign type indicated from one source from a single manufacturer. Fabricator shall be regularly engaged in work of this magnitude and scope for a minimum of five (5) years. Please provide three projects with names and addresses of owner of similar fabrication within the last five years. Projects shall include signage with custom color high-intensity prismatic (HIP) reflective sheeting. Fabricator shall submit photo of previous project with custom HIP sheeting or min. 6"x6" sample of custom color HIP sheeting with their bid. Warranty – fabricator shall agree to repair or replace components of the signs that fail in materials or workmanship within the specified warranty period. Failure includes, but is not limited to, the following; deterioration of finishes beyond normal weathering, deterioration of graphic image. Warranty period shall be three (3) years from acceptance of signs.

#### **5.1 MATERIALS**

Aluminum sheet: ASTM B209. Signage colors produced by Matthews Paint (or approved equivalent) are to be the standard reference. All colors and graphics of sign to be custom color HIP reflective sheeting. Colors to match the specified Matthews Paint Color (or approved equivalent). Substitutions of custom color with standard HIP color will not be allowed. High intensity prismatic (HIP) reflective sheeting (Series 3930) from 3M is to be the standard reference. 3M Series 880I may also be referenced. Logo panel: removable aluminum panel with custom color HIP reflective sheeting. Sponsor Logo will vary. Fabricator is responsible for matching all colors and materials as specified and is required to provide color and material samples for approval. Fabricator shall follow manufacturer's specifications for producing custom HIP colors.

#### **5.2 SUBMITTALS**

Submittals shall be submitted to MoDOT for review and approval including the qualifications of the fabricator with names and addresses of three previous projects. In addition, the signed and sealed shop drawings showing signage dimensions, wide flange structural post size, foundation size, aluminum z-bar/backing bar size, post mounting type and size, sponsor logo panel mounting type and size, all connection details. A professional licensed engineer shall seal the drawings. Samples for verification: "6x6" sample of each specified color and finish, manufacturer product data for each type of product indicated; aluminum sheet, HIP reflective sheeting and warranty information. All requirements must meet MoDOT specifications for highway construction. MoDOT will be responsible for installation. The fabricator shall assure structural integrity of entire assembly as well as durability and vandal resistance. In addition, the fabricator shall provide mounting of removable sponsor logo panel onto main sign panel. Bolt size and all fasteners to be engineered by fabricator but to a minimum of 3/8". All bolts and fasteners should be stainless steel unless otherwise stated.

#### **5.3 REFERENCE INFORMATION**

- 1) 3M Diamond Grade Sheeting or equivalent shall be allowed.
- 2) Bid shall include reflective background colors and text as shown on plans.
- 3) Fabricator is responsible for engineering and a sign/sealed shop drawings. Fabricator may design backing bar or another system if it maintains structure and support.
- 4) Signs do not require paint on the back or edges. Hardware shall not be painted.
- 5) Bid shall include removable logo panels with a minimum of three (3) colors.
- 6) Digital prints will not be accepted. Only custom color reflective sheeting shall be allowed.

**6.0 PRICING PAGE**

SL14-016-R7 Landscape Sponsor Signs

The Bidder shall provide firm, fixed prices on the tables below for providing the deliverables in accordance with the provisions and requirements of this RFB. Upon completion of the pricing sheet the Bidder should sign where indicated on the bottom of the pricing table and submit with the other required bidding documentation.

<b>Quantity</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Delivery Time</b>
<b>8</b>	<b>Ea</b>	<b>Landscape Sponsor Signs per Scope of Work, Attachment 001, and Specifications.</b> Include all applicable costs, materials, finishes, z-bars/backing bars, fasteners, and freight: FOB Destination-MoDOT Signing & Striping Building C, 2309 Barrett Station Road St. Louis, MO 63021. Removable logo panels with each logo panel to vary. Bidder to supply electronic art. Provide all sample(s) as requested on Scope of Work and Attachment 001.		
<b>1</b>	<b>Ea</b>	Half-size Mock up of landscape sponsor sign. Mock up to include materials as full-size sign and delivery. Do not include z-bars/backing bars and fasteners		
<b>8</b>	<b>Ea</b>	Logo Panel Cost Separately		
		<b>TOTAL EXTENDED COST</b>		

**\*PLEASE NOTE: Initial order quantities are listed above. Additional quantities may be needed at a later date. Pricing should remain in effect through December 31, 2013.**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

**6.0 PRICING PAGE (Continued)**  
 SL14-016-RR Landscape Sponsor Signs

**PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference (Required three (3) projects within the last five years) being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. In addition, provide sample (s) as indicated on Scope of Work and Attachment 001.

<b>Bidder/Subcontractor Name:</b>	
<b>Reference Information (Prior Services Performed For)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the bidder referenced above:

\_\_\_\_\_

*Signature of Reference Contact Person*

\_\_\_\_\_

*Date of Signature*

\_\_\_\_\_

\_\_\_\_\_

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations - State in which incorporated:</b>	<b>For Others - State of domicile:</b>

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 **Addresses of Missouri Offices or Places of Business.***

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** 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 **Location Products are Manufactured or Produced.***

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** 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:

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

<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

## 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

### 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**

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.

- a. 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.

### **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**

- 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.
- c. As specified in Scope of Work, warranty period shall be for three (3) years from acceptance of signs. The contractor shall agree to repair or replace components of the signs that fail in materials or workmanship within the specified warranty period. Failure shall include, but not limited to, deterioration of finishes beyond normal weathering and deterioration of graphic image.

### **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

### Insurance

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

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

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

### 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.

### Delivery – Additional Requirements

- b. The following days shall be construed as **official holidays** under the terms of the contract:

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

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

### Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-thousand dollars (\$1000.00) per day**, for each assessable calendar day on which the work 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.