MISSOURI DEPARTMENT OF TRANSPORTATION
CENTRAL DISTRICT
SOLICITATION GUIDELINES AND DOCUMENTATION
FOR PURCHASES OVER $25,000.00

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: **JANUARY 23, 2012**	**SEALED BID DUE BY** **FEBRUARY 7, 2012 1:00 PM CST**	F.O.B. REQUIREMENTS: **FOB DESTINATION**
TO BE DELIVERED/COMPLETED NO LATER THAN: **SEE DATES LISTED WITHIN BID DOCUMENT**	**BID #:** **CD-12-019B PLANT MIX OIL MATERIAL** THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: **COREY DUEMMEL** PHONE NUMBER: **573-526-6956** FAX NUMBER: **573-526-6796**

District Mailing Address: **MoDOT Central District Office** **1511 Missouri Blvd.** **P.O. Box 718** **Jefferson City, MO 65102**	Delivery Locations: **VARIOUS COUNTIES IN MODOT CENTRAL DISTRICT REGION (SEE LISTED)**

ALL BIDS/QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME

MoDOT is seeking bids from qualified bidders whom can provide **Plant Mix Oil Material.** 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 Plant Mix Oil Material. 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.

See Enclosed Bid Documents and Pricing Pages

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

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

VENDOR NAME:

ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX Bidders have the option to accept the provision for Asphalt Cement Price Index as stated in Section 10. The bidder must mark the box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders who do not accept this provision.

☐ Asphalt Cement

ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have the option to accept the provision for Price Adjustment for Fuel as stated in Section 11. The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

☐ Asphalt Production ☐ Asphalt Hauling

Signature: _____

Title: _____

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI

Plant Mix Oil Material

Bid Request CD-12-019B

1. Introduction

1.1 This solicitation seeks qualified vendors who can provide Plant Mix Oil Material for maintenance purposes. Seal bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as stated in this bid. This work shall consist of mixing aggregate and liquid bituminous material in a stationary plant, hauling and dumping the mixture on the surface of the road or to stockpile sites in accordance with these specifications or as directed by the engineer.

1.2 Traffic control for roadway delivery will be provided by the Missouri Department of Transportation (MoDOT).

1.3 The contract period shall be from Notice to Proceed through the completion dates specified by each district. The completion dates are stated on Page 13.

2. Quantities

2.1 The quantities identified in the Pricing Pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job. The contractor may be requested to furnish more or less than the estimated quantities.

2.2 MoDOT may increase or decrease quantities by 40 percent. MoDOT will issue purchase orders after the Missouri Highways and Transportation Commission approves the contract.

2.3 The engineer or their representative will make any changes in the proportions of cutback asphalt or emulsified asphalt and aggregates as he considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture.

2.4 The engineer or their representative can make changes, including cancellation, at any time to any Group, listed on the Pricing Page.

2.5 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.

3. Material

All material shall conform to **Missouri Standard Specifications for Highway Construction, 2011 Edition,** and any revisions thereto, except as revised herein:

3.1 **AGGREGATE.** The type and grade of aggregate shall be as specified on each District's Pricing Page.

a. **Mining By-Product Aggregates** - Aggregates produced as a by-product from lead or zinc-mining operations may be furnished under the following requirements. No blending or dilution of these aggregates with other material will be allowed in order to comply with these specifications

b. The supplier shall separate out all aggregate to be furnished into individual stockpiles not exceeding 5,000 cubic yards each. No material will be accepted that has not been moved at least once to a stockpile area specifically for this purpose. The supplier shall randomly sample each stockpile by combining several small samples from the pile into one sample. The sample shall be tested by an approved laboratory for the total lead content. A minimum of one test shall be performed for each individual stockpile. The total lead content shall be less than 4,500 ppm as determined by EPA Method 3050A, Acid Digestion of Sediments, Sludges, and Soils (particle size reduced to 1 mm or less). For aggregate meeting Sec. 1004 which is encapsulated in asphalt and delivered to MoDOT construction projects or property, there will be no limit on the leachable lead.

c. Prior to any approval, shipment or use of this material, the supplier shall furnish the engineer a report of the laboratory test results. The report shall specifically identify the stockpile, estimated quantity, location, date of the sample, date of test and the specific test results for each lead test. Attached to the report shall be a certification from the supplier that the material being furnished does not exceed the lead amounts specified. The supplier shall test as necessary beyond the requirements of this specification to ensure that this specification is met. All costs for setting the material aside for testing and the testing shall be borne by the supplier.

3.2 **LIQUID BITUMINOUS MATERIAL.** The liquid bituminous material shall meet the specifications contained in **Section 1015 of Missouri Standard Specifications for Highway Construction, 2004 Edition**, for the following:

ALTERNATE A - EA 300 Emulsified Asphalt
ALTERNATE B – CMS – 2M Emulsified Asphalt

Emulsified asphalt shall be used for all oil mat material that is to be delivered to stockpile sites unless the use of cutback asphalt is approved by the engineer.

The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer. Material that does not fully comply with these specifications will be rejected. The supplier shall be responsible for the cost and disposal of all rejected material.

3.2.1 **Approval of Source.** The contractor shall obtain approval of the source of liquid bituminous materials from the engineer before any shipments to the work are made.

3.2.2 **Sampling, Testing and Acceptance Procedures.** It shall be the responsibility of the supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded, and delivered to the point of acceptance.

3.3 **TRUCK SHIPMENTS.** Truck shipments shall be loaded from approved storage tanks**,** which have been sampled, tested, and certified by the Supplier to the Department. If automatic blending equipment is used, blender materials will be approved for use providing the finished product fully complies with specifications. At least one complete test shall be conducted every **two weeks** on each grade of material furnished for Missouri Department Of Transportation work from the blender. A certified copy of the tests results shall be furnished to the engineer. After loading, the supplier shall sample and make identifying tests on a sufficient number of truck shipments of material supplied to insure that proper quality control is being maintained and that all such shipments fully comply with the specification requirements. Identifying tests are viscosity for cutback asphalt; viscosity, sieve and particle charge for CMS-2M emulsified asphalt; and sieve, distillation, penetration and float test for EA-300 emulsified asphalt. It shall be the Supplier's responsibility to insure that any material failing to comply with specification requirements will not be used in the work.

3.3.1 The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be available to the Missouri Department of Transportation personnel at destination. The engineer or his representative at the source is also to be furnished a copy. The bill of lading, manifest, or truck ticket shall show the following information regarding the shipment: **Type and grade of material, purchase and confirmation order numbers, consignee, truck number, weights of truck before and after loading, specific gravity @ 60F/60F, net gallons, destination, date loaded, name and location of the source and a certification statement.** The certification statement shall be substantially as follows:

"This certifies that the asphaltic material in this shipment complies with Missouri Department of Transportation specifications for the grade specified and the weights shown hereon were obtained on Department approved scales and are correct within the specified scale requirements."

An authorized representative of the supplier shall sign the certification statement.

3.3.2 The engineer or his representative will at random observe the loading and weighing of trucks and the sampling, and testing at the source of truck shipments and tanks, and will select representative samples of the material being supplied. These samples will be tested in the field or in the Central Laboratory. When test results of materials or weights certified by the supplier are not representative of the material or quantity being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of correct quantities and of materials meeting specifications.

3.3.3 Verification of certified weights may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the supplier and have also been approved by the engineer.

3.3.4 The supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer or his representative. The supplier shall be responsible for keeping all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated valve is used with a pipe or nipple inserted a suitable distance into the tank.

3.3.5 Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer or his representative such information with respect to the previous load.

3.3.6 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved. **If excessive sampling is necessary the Missouri Department of Transportation may charge an additional amount to cover our expenses.**

3.3.7 Measurement of Liquid Bituminous Materials**.** Measurement of the Cutback Asphalt and Emulsified Asphalt materials shall be based on the volume at **60F**. The volume shall be determined from the net weight that shall be converted to gallons by using the unit weight in pounds per gallon at **60F** designated by the engineer or his representative.

3.3.8 Proportioning and Blending Liquid Bituminous Material Constituents. All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons in either tanks or trucks without the use of automatic proportioning blenders will not be approved.

3.3.9 Platform Scales for Weighting Liquid Bituminous Material. Equipment for weighing of liquid bituminous material shall consist of accurate and reliable platform scales approved by the Department. Scales shall be accurate to **within an accuracy of 0.4 percent** of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale **shall not be greater than 20 pounds.** Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of concrete or bituminous pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the determinations. The weighing shall be performed with all brakes released. When equipment to be weighed is equipped with an air bag suspension unit on any axle, the equipment including semi-trailers or pup trailers shall be weighed on platform scales of sufficient size to weigh all axles of the combination simultaneously.

Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or anytime the engineer or his representative has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

(a) A valid certification or seal of approval by the Division of weights and Measures of the Missouri Department of Agriculture.

(b) A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand population or more.

(c) Certification of calibration from a commercial scale service company showing that the scale

meets the requirements of these specifications. The supplier shall furnish the certification of calibration to the engineer or his representative.

Regardless of the form of acceptance, the calibration shall be within the accuracy requirements specified herein and the scales shall meet all requirements of these specifications.

The weighing of a hauling unit on another recently calibrated and certified scale may require verification of a platform scale.

All costs incurred in obtaining a certification of calibration or verification shall be borne by the supplier.

4. Composition of Mixture

4.1 **GRADATION OF AGGREGATE**. The total aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the particular type and grade described on **page 12** within this document.

4.2 The composition of the mixture shall conform to the following limits by weight**:**

Total Mineral Aggregate	9l%-96.5%
Cutback Asphalt or Emulsified Asphalt	3.5%-9.0%

4.3 The percent liquid asphalt to be used for each item is described on **Page 12** within this document. **This is an estimate** and may be adjusted by the engineer to obtain satisfactory field performance of the mixture.

5. Mixing Plant

Mixing of liquid bituminous material and aggregate shall be by means of an approved mixer capable of producing a uniform, thoroughly mixed material free from segregation.

5.1 Equipment for heating liquid bituminous material shall meet the approval of the engineer or his representative, and shall be capable of heating the material to the required temperature without the introduction of moisture, localized overheating or otherwise changing the characteristics of the material. Plant equipment shall include a thermometer that will indicate the temperature of the liquid bituminous material at the time of mixing (refer to Section 6.3 below for actual temperatures).

6. Preparation of Mix

6.1 **Mixing Time.** The mixing time shall be of sufficient length to produce a homogenous mixture, uniform in color. The mixing time will be determined by the engineer or his representative and shall uniformly coat the aggregate.

6.2 **Drying of Aggregates.** Drying of the aggregate by mechanical means or by a rotating fuel oil or gas fired dryer will not be required. When using emulsified asphalt, mixing will be permitted when the total moisture in the aggregate does not exceed the limits set out in the following table:

ABSORPTION	ALLOWABLE TOTAL MOISTURE CONTENT (MIXING WITH EMULSIFIED ASPHALTS)
0 - 2.1%	Absorption + 1%
2.2% - 2.6%	3.1%
2.7% - 3.6%	Absorption + 0.5%
3.7% - 4.0%	4.1%

4.1% + ---------- Absorption + 0%

When using MC-800 cutback asphalt, mixing will be permitted when the aggregate is surface dry. Absorption will be based on a representative sample of the crushed material that has been tested in the central laboratory.

6.3 **Mixing Temperature.** If the Contractor elects to dry the aggregate by means of a rotating fuel oil or gas fired dryer, the temperature of the aggregate at the time of mixing **shall not exceed 200F.**

The temperature of cutback asphalt at the time of mixing shall be **190F, plus or minus 20F.** The temperature of emulsified asphalt at the time of mixing shall be between **100F** and **190F.**

6.4 **Control of Material.** Aggregate may be proportioned by weight or volume.

6.4.1 If by Volume**:** Volumetric control of the aggregate feed to the mixer shall be positively controlled by means of a constant speed conveyor and an orifice having an adjustable gate opening capable of being calibrated. The conveyor shall deliver the aggregate to the mixer at a uniform rate and **shall not vary more than 2% by weight** from the required quantity.

The liquid bituminous material shall be proportioned by volume through an approved **continuously registering cumulative indicating meter by a pump specifically designed for liquid bituminous material.** The pump shall deliver the liquid bituminous material to the mixer at a uniform rate that shall not vary more than 2.0% by weight from the required quantity. The liquid bituminous material shall be sprayed on the aggregate as it is charged into the mixer. The aggregate feeder and the asphalt pump shall be interlocked or synchronized to deliver the proportions as required within the tolerances specified.

6.4.2 If by Weight: Scales for weighing aggregate may be either the beam or spring-less dial-type and shall be of standard make and design having tolerance not exceeding 0.4% of the indicated weight when tested for accuracy. The total weight of the batch shall be within 2.0% of the desired batch weight. When manual batching methods are used, beam-type scales shall be equipped with a device to indicate that the required load is being approached. Quantity indicators necessary for batching operations shall be in full view of the operator.

Satisfactory means, either by metering or weighting, shall be provided to obtain proper quantity of liquid bituminous material. Metering pumps for liquid bituminous material shall deliver to within plus or minus 2.0% of the required quantity when tested for accuracy. Where the quantity of liquid bituminous material is controlled by metering, provisions shall be made whereby the quantity through the meter may be checked by actual weight.

Scales for weighing liquid bituminous material shall conform to the requirements for aggregate scales, except that a device to indicate at least **20 pounds** of the approaching total load shall be provided. Liquid bituminous material shall be **measured within one-tenth percent** of the total batch weight of the mixture.

If emulsified asphalt is used, water may be added at the mixer only as directed by the engineer or his representative.

6.5 Plan**t** Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Contractor and shall be available at all times. All equipment shall be calibrated by the Contractor in the presence of and subject to the approval of the engineer.

7. Delivery

7.1 Delivery will only be allowed between the hours of 7:00 am and 3:00 pm.

7.2 The starting and completion dates for the delivery of the mixed material shall be as shown on **Page 12** within this document for each group.

7.3 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.

7.4 No deliveries will be permitted on the roadway unless the surface of the road is dry and no mud or other debris is being tracked onto the surface. All pre-mix material stockpiled for MoDOT use shall be protected from rain until it is delivered to the department.

7.5 The time allowed after mixing until the material is delivered shall not exceed 96 hours unless in the judgment of the engineer, the roadway or weather conditions will not permit delivery.

7.6 Material shall be distributed on the roadway at a rate directed by the engineer or their representative.

7.7 It will be necessary for the engineer or their representative to be present when the mixture is delivered. **No mixture will be accepted that has been dumped in the absence of the engineer or their representative.**

7.8 The Contractor shall furnish the appropriate engineer, or their representative, **with a planned delivery schedule within a minimum of 48 hours before delivery is to begin**, unless other suitable arrangements are made by MoDOT.

7.9 Once delivery is started on a day, it shall be continued on a consistent schedule throughout the day. If this schedule cannot be maintained due to plant breakdown, rain, etc., the contractor shall inform the engineer or their representative, so that MoDOT forces can be reassigned.

7.10 Roadway and stockpile deliveries made after the completion dates outlined in this bid will be accepted at the discretion of the engineer or their representative.

7.11 If the vendor is requested to delay deliveries based upon questionable material handling, and unknown material content or source, liquidated damages will not be waived.

7.12 The bidder represents he has a plant available for use in this work, which is capable of producing the type and grade of mixed material specified and guarantees that deliveries will be made at a daily rate sufficient to complete the work on or before the contract completion date, and will, if necessary to maintain this delivery rate, immediately install any additional equipment necessary to increase the rate of production or delivery to meet the minimum daily requirements.

8. Measurement

8.1 The weight of the mixture will be determined from batch weights when a batch-type plant is used, and will be determined by weighting each truck load in accordance with the requirements of SEC. 310 of Missouri Standard Specifications for Highway Construction, 2004 edition, and it's supplements, when other types of plants are used except that the 2% moisture deduction will not apply.

8.2 Measurements of liquid bituminous material to the nearest 0.1 ton for the total tonnage used in the accepted work will be determined from the bill of lading, manifest, or truck ticket.

8.3 Measurement of the weight of mineral aggregate, to the nearest ton, will be determined by subtracting the weight of the liquid bituminous material from the weight of the mixture of aggregate and liquid bituminous material.

9. Payment

9.1 The accepted quantities of plant mix oil material will be paid for at the unit price for each of the pay items included in the contract.

9.2 All charges/costs associated with a price adjustment, as permitted in Section 10 and 11, must be included on the original invoice for the material. No separate invoice(s) for a price adjustment shall be accepted or processed for payment.

9.3 In the event of a late delivery, price adjustments for asphalt or fuel will not be accepted.

10. Asphalt Cement Price Index Adjustment

10.1 **Asphalt Cement Price Index**. Adjustments will be made to the payments due the Contractor for any plant mix bituminous material when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the material was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payments for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items. The base price index for PG64-22 will be applied to all asphalt mixes delivered.

10.2 **Basis of Payment.** To determine the adjustment for any material specified in this provision the following formula will be used.

A = (B x C) x (D-E)

Where:
A = Adjustment for mix delivered during monthly average index period
B = Tons of Mix delivered during the monthly average index period
C = % of virgin asphalt binder as listed in the job mix formula in use
D = monthly average price at time mix placement
E = monthly average price at time of bid

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month, except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

10.3 *Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index.*

11. Price Adjustment for Fuel

11.1 **Price Adjustment for Fuel**. The method of price adjustment for the fuel used on various items of work that may be involved in the construction of this project will be based on "Fuel Usage Factors" for the various items as noted below: The On-Road Factor is based upon a 30-mile round trip haul:

Item of Work	Unit	Fuel Usage Factor	Fuel Usage Factor On-Road Hauling (30 mile avg.)
Bituminous Construction (Includes all Ton of Plant Mix Asphalt Mixes)	Total Mix	2.65	0.67

The first day of each month (excluding Saturdays, Sundays, and holidays) in which the project is bid will be used to establish the "Starting Fuel Index" for the duration of the project. The "Starting Fuel Index" will be the average of the values given for No. 2 fuel as reported by Platt's Oilgram - PAD 2 - St. Louis Area.

http://www.modot.mo.gov/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=657

The pay items and unit prices in the contract will not change. The Commission will, on the first day of each month (excluding Saturdays, Sundays and holidays), determine the "Monthly Fuel Index" of No. 2 fuel from the price index as reported by Platt's Oilgram - PAD 2 - St. Louis Area, which will apply to all payment estimates during that month regardless of the type fuel used.

The quantities of completed work for the payment period will be determined by the engineer and included in the payment estimate. These same quantities will be used to determine the fuel usage for any price adjustment.

The difference (±) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". Adjustments will be made for any change in the ratio of the "Monthly Fuel Index" to the "Starting Fuel Index". This "Monthly Fuel Index Adjustment Factor", along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.

If adjustments are made in the contract quantities, the contractor shall accept the fuel adjustment as full compensation for increases or decreases in the price of fuel regardless of the amounts of overrun or underrun.

The fuel adjustment will be computed each pay period work is performed, for the usage of fuel by the following procedure:

Fuel Adjustment = (Fuel Usage Factor) x (Monthly Fuel Index Adjustment Factor)
x (Units of Work included in the payment estimate)

Payments or deductions for the fuel adjustments on the various items of work will be made on the estimate as one "Fuel Adjustment". No change order will be required.

If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

12. Bid Submission

12.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the Disrict Five General Services Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the **Central District General Services Procurement Office located at 1511 Missouri Blvd**, no later than **1:00 p.m., CST, February 7, 2012.**

RFB Coordinator:
Mr. Corey Duemmel, Sr. Procurement Agent
Missouri Department of Transportation
1511 Missouri Blvd; Jefferson City, MO 65102
P.O. Box 718; Jefferson City, MO 65102
PHONE: (573) 526-6956 ; FAX: (573) 526-6796
EMAIL: Corey.Duemmel@modot.mo.gov (Questions Only)

12.2 All bids must be received in a sealed package clearly marked "**Plant Mix Oil Material"**

12.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**

12.4 **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 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.

12.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

12.6 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.

12.7 **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 **'per delivery location'** 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. ****NOTE** - Award is NOT made by Group, but by each delivery location.**

12.8 **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.

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Bid Request CD-12-019B

PRICING REQUIREMENTS

The amount of liquid bituminous material (Pay Item #2) as shown on all groups is an estimate only. The actual amount required may vary for each group depending on the type of asphalt used in the mix and the gradation and condition of the aggregate. The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer or his representative.

It is strongly encouraged that bidders submit individual pricing for both the aggregate and asphalt material. As the quality of aggregate materials and absorption rates vary, this will ensure accurate invoicing based upon the true quantities and costs of aggregate and liquid asphalt used.

All materials shall conform to Missouri Standard Specifications for Highway Construction, 2004 Edition, and any revisions thereto:

SPEC. 1004 – Graded aggregate for bituminous surfaces with a maximum limit of 4.5% absorption on stone ledges and gravel sources. Meeting the following gradation limits:

Grade	Sieve	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
	PERCENT PASSING							
1	Crushed Stone	100	95-100	65-95	20-55	2-20		0-5
2	Gravel	100	95-100		40-80	15-50	0-30	0-5
3	Chat	100	95-100		45-85	30-60	0-30	0-5

Estimated Percent Asphalt is: 5.8% for all locations in the Central District

Type of Oil:

Group 1: CMS - 2M Emulsified Asphalt

Group 2: EA 300 Emulsified Asphalt
Accepting only ½" size rock and smaller

Group 3: EA 300 Emulsified Asphalt

STARTING DATES: Delivery can begin starting no sooner than June 25, 2012

COMPLETION DATES: Must be completed no later than July 13, 2012.

LIMITS ON ORDERS

Bidders may specify the maximum monetary value of awards that he will accept under this proposal by so specifying herein. The Commission reserves the right to award contracts in such a manner as is most advantageous to the Commission. IF THE BIDDER DESIRES TO LIMIT THE AMOUNT OF ORDERS WHICH HE/SHE WILL ACCEPT UNDER THIS BID, THE FOLLOWING MUST BE COMPLETED:

The maximum monetary value of orders, which I will accept award of under this bid is:
$_____.

By _____
Signature

Title _____

Date _____

Company
Name _____

Address _____

Phone No. _____

Fax No. _____

Email _____

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Bid Request CD-12-019B

PRICING PAGES

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

Award is made on the lowest price per each 'Delivery Location' within each Group.

CENTRAL DISTRICT

Group 1

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
MONITEA	CALIFORNIA STOCKPILE	1	AGGREGATE	188		
		2	LIQUID BITUMINOUS MATERIALS	12		
			Total Tons of Mix	**200**		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
HOWARD	FAYETTE SHED	1	AGGREGATE	188		
		2	LIQUID BITUMINOUS MATERIALS	12		
			Total Tons of Mix	**200**		

California Stockpile
Jct of US Hwy 50 and West Business 50
California, MO. 6501
573.796.2621

Fayette Maintenance Shed
871 Hwy 240
(1 Mile South of Rt. U)
Fayette, MO. 65248)
660.248.3213

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI

Plant Mix Oil Material

Bid Request CD-12-019B

Group 2

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
MILLER	ELDON SHED	1	AGGREGATE	1978		
		2	LIQUID BITUMINOUS MATERIALS	122		
			Total Tons of Mix	**2100**		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
LACLEDE	LEBANON SHED	1	AGGREGATE	1695		
		2	LIQUID BITUMINOUS MATERIALS	105		
			Total Tons of Mix	**1800**		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
LACLEDE	NEBO	1	AGGREGATE	3297		
		2	LIQUID BITUMINOUS MATERIALS	203		
			Total Tons of Mix	**3500**		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
CAMDEN	CAMDENTON SHED	1	AGGREGATE	2072		
		2	LIQUID BITUMINOUS MATERIALS	128		
			Total Tons of Mix	**2200**		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
MILLER	IBERIA	1	AGGREGATE	942		
		2	LIQUID BITUMINOUS MATERIALS	58		
			Total Tons of Mix	**1000**		

Eldon Maintenance Shed
30 Hwy y
Eldon, MO. 65026
573.392.5414

Lebanon Maintenance Shed
1120 Ivy Lane
Lebanon, MO. 65536
417.532.511

Nebo Maintenance Shed
37998 Hwy 32
(Rt. 32, 1 Mile West of Rt. U)
Falcon, MO. 65470
417.453.6225

Camdenton Maintenance Shed
586 Pier Thirty One Road
(.5 Mile South of Jct of Hwy 5)
Camdenton, MO. 65020
573.346.5212

Iberia Maintenance Shed
Rt. 1, Box 668
(Rt. 42, .75 Miles East of Rte. 17)
Iberia, MO. 65486
573.793.6615

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI

Plant Mix Oil Material

Bid Request CD-12-019B

Group 3

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
CALLAWAY	STOCKPILE ON RT. B	1	AGGREGATE	3394		
		2	LIQUID BITUMINOUS MATERIALS	209		
			Total Tons of Mix	**3603**		

Rt. B, Callaway County Stockpile
Junction of Rt. B and Rt. N, Callaway County

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Bid Request CD-12-019B

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 **Plant Mix Oil Material** 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 **Plant Mix Oil Material** 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.)

ANTI-COLLUSION STATEMENT

STATE OF _____)

) SS

COUNTY OF _____)

_____

_____being first duly sworn,

deposes and says that he is _____

Title of Person Signing

of_____

_____

Name of Bidder

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

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

By_____

By_____

By_____

Sworn to before me this _____day of _____ 20___.

_____

Notary Public

My Commission Expires _____

Plant Mix Oil Material

BID BOND
Request For Bid CD-12-019B

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 **Plant Mix Oil Material** 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.

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

( ) corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners, or joint ventures:	Address of each:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

	Address of principal place of business in Missouri
_____	_____
(If using a fictitious name, show this name above in addition to legal names)	
_____	_____
(If a corporation, show its name above)	

ATTEST: (SEAL)

_____	_____
Secretary	Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of
State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information
All bidders must furnish ALL applicable information requested below

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

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **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:

M/WBE Name	Percentage of Contract	M/WBE Certifying Agency

*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.

Veteran Information	Business Information
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 solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.

b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq*).
b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
   ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

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

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

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 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.

Permits, Licenses and Safety Issues

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.

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.
   3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise.** No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
c. 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

d. 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.**
e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

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 $200 per day, per awarded delivery location,** 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.