



**Certificate of Good Standing**

All respondents must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. All bidders must be in good standing prior to issuance of "Notice to Proceed". Secretary of State (573) 751-4936 or <http://www.sos.mo.gov/business/corporations/onlineServices.asp>

**HB600 Compliance**

All respondents must be in compliance with House Bill 600, Section 23.060 RSM0, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSM0 144. Department of Revenue (573) 751-9268 or <http://dor.mo.gov/tax/business/sales/hb600.htm>

**VENDOR NOTES**

**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).**

**VENDOR INFORMATION**

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):  Phone #:  Fax #:  Cellular #:  Federal ID #:								
Printed Name and Title of Responsible Officer or Employee:	Signature:								
Is your company registered/certified with the State of Missouri as a (please circle): <table style="margin-left: auto; margin-right: auto;"> <tr> <td>MINORITY BUSINESS ENTERPRISE (MBE) ?</td> <td>YES</td> <td>NO</td> </tr> <tr> <td>WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td>YES</td> <td>NO</td> </tr> </table> Would your company like information on becoming a registered/certified MBE/WBE vendor? <table style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td> <td>NO</td> </tr> </table>		MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO	WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO	YES	NO
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES	NO							
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES	NO							
YES	NO								

**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.**

## **GENERAL CONDITIONS**

1. MoDOT shall in all cases decide any and all questions which may arise concerning the quality, quantity and acceptability of all materials furnished; the time, place and manner of delivery; the correct interpretation of the Specifications, Bid and Individual Orders, and the acceptable fulfillment of these orders in all respects; the compensation, damages or claims of any character whatsoever for the performance of order issued under this bid; and that MoDOT decision shall be final, binding and conclusive upon all parties concerned.

2. The Department will only approve a source which has: **(a)** adequate facilities and is operated in such a manner as will insure proper control over the manufacture and blending of the materials; **(b)** the required laboratory equipment and trained personnel at the point of manufacture to make the standard tests required for determination of whether the materials meet the specifications; and **(c)** weighing facilities available which meet the requirements of the attached specifications. List of approved sources will be made available upon request.

3. **The asphaltic materials shall meet the requirements of the attached specifications MGS-94-06E.** Asphaltic materials to be used for mixing shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer.

4. Measurement of the **Liquid Asphalt and Emulsified Asphalt Materials** shall be based on the **volume at 60°F**. The volume shall be determined from the net weight mass of the material by weighing the truck before and after loading. The net weight mass shall be converted to gallons by using the unit weight mass in pounds per gallon at 60°F designated by the engineer.

5. It is understood and agreed that the **Supplier** shall be responsible for loading the proper type, grade and quality of materials, and for the cleanliness of the tanks other than Stateowned, into which it is loaded. All tanks shall be inspected by the **Supplier** prior to loading, and if necessary to avoid contamination, they shall be drained and cleaned. If the wrong grade of material is loaded, or if the load is contaminated because of another product in the lines, pumps or tank at the time of loading, the **Supplier** shall assume responsibility for the cost and disposal of that load, as well as any material in the Stateowned tank into which the unsatisfactory material is unloaded. No demurrage will be paid by the State for delays caused by contaminated or otherwise unsatisfactory material.

## **6. DELIVERY BY TRANSPORT**

(a) **Deliver Terms: All prices shall be FOB Destination.**

The Supplier may be required to pump the material into permanent storage tanks, pugmills, or State-owned distributors at destination. A flat fee of \$39.00 may be charged when pumping is required.

(b) **Information Required:** The Supplier shall furnish a delivery receipt with load showing type and grade of material, the Supplier's name, source of material, destination of material (route and county) consignee, and purchase order number. In addition to the above information, the delivery receipt will also show specified delivery time, arrival time, time unloading started, time unloading was completed, and whether the unloading pump was ordered or used.

(c) **Time of Delivery:**

Time of delivery is 7:00 AM CST, September 9, 2010, weather permitting. Delivery at the time specified is of utmost importance to the State. If the order cannot be delivered at the scheduled time due to unforeseen plant or truck breakdown, the Supplier agrees to notify the applicable district office immediately.

If the "low bid" Supplier (1) cancels orders after they have been accepted, (2) accepts orders and then fails to deliver when specified, or (3) refuses to accept orders, the State will notify the Supplier that no additional orders will be placed until the reason for the canceling of orders or unsatisfactory delivery has been rectified. In addition, **Suppliers failing to satisfactorily meet delivery schedules for material** may be subject to (1) suspension for up to two monthly/bimonthly pricing periods and/or (2) monetary **liquidated damages at the rate of \$50.00** per cancelled or declined truckload.

**Liquidated damages and suspensions shall be assessed and imposed by the district procurement staff.**

(e) **Delivery to Distributors and Pugmills:** The Supplier of material which is to be pumped into State-owned distributors or pugmills may expect at least eighteen (18) hours notice prior to the specified hour the material is desired, with the understanding that the order may be cancelled by the State not later than ten (10) hours prior to the specified hour of delivery. **The Supplier must furnish each District office with telephone numbers for the purpose of canceling orders 24 hours a day.** If, for any reason, the Supplier is not permitted to unload the material at the specified destination, the material will be unloaded at the nearest available State-owned storage tank and the additional cost, if any, will be computed on the basis of published tariff rates.

The following bid item shall be bid by District 9, Howell County.

Asphalt, SS-1H Diluted 50/50 Anionic Emulsified

**The attached specifications, MSG-94-06E, Liquid Asphalt, provides complete MoDOT Liquid Asphalt Specifications.**

(f) **If a load arrives at a lower temperature than specified in table (shown below),** the State may either reject the load, or if agreeable to both the State and the driver, the State will accept the load and heat the asphalt to the specified temperature in its distributors with no demurrage being paid for the time needed to pump the cold asphalt and heat it to

the specified temperature.

**The MINIMUM DELIVERY TEMPERATURE shall be as follows:**

<b>TYPE OF MATERIAL</b>	<b>MINIMUM TEMPERATURE</b>
<b>Diluted SS-1h</b>	<b>110° F</b>

(h) **DEMURRAGE:** (The SUPPLIER agrees to notify the applicable DISTRICT OFFICE when a delivery will be delayed.) The State will be allowed one and one-half (1½) hours for unloading each truckload of material free of demurrage.

If the state delays the Supplier/Carrier from unloading material, whether delivered to state distributors, storage tanks or pugmills, the Supplier will be compensated at the rate of **\$60 per hour**, computed to the nearest 15 minutes. If the Supplier's material does not arrive by the time requested, the state will be compensated at the rate of **\$115 per hour**, computed to the nearest 15 minutes. No demurrage will be charged for loads that do not delay state crews.

If the Supplier or Carrier notifies the State before the scheduled delivery time that the tanker will be delayed, the maximum amount of time the State will charge the Supplier demurrage is **one hour**. If the Supplier or Carrier notifies the State after the scheduled delivery time that the material will be delayed, the State will stop charging the Supplier demurrage **one hour after** the State has been notified of the delay. The maximum amount of time the State will charge the Supplier demurrage for any late load, whether notified or not, is **two hours**.

If the Supplier's material arrives prior to the specified delivery time, unloading will begin as soon as practical and the 1½ hour unloading time will start when actual unloading begins or at the specified arrival time, whichever is the earliest.

When more than one tanker is ordered for the same location, the same day, the first tanker to arrive will be unloaded first. If an earlier scheduled tanker does not arrive at the scheduled time, no demurrage will be due the Supplier on subsequent tankers unless more than one hour and 30 minutes is required to unload each subsequent tanker. If a tanker that did not arrive at the scheduled time arrives after unloading has begun on a subsequent tanker, the "**late tanker**" will not be unloaded until all "**on time**" tankers have been unloaded. Demurrage due the State will be discontinued on the "**late tanker**" while the "**on time**" tankers are being unloaded.

Unloading of an earlier scheduled tanker will not begin after 2:30 P.M. and demurrage due the State will be discontinued at that time. The material and responsibility for the material belongs to the Supplier. We will make every effort to find a storage facility that will hold the material but no extra payment will be made to the Supplier if he elects to put the material in a state-owned storage tank.

If, for any reason other than the above, the State does not permit the Supplier to unload the material at the specified destination, the material will be unloaded at the nearest

available state-owned storage tank and the additional cost, if any, will be computed on the basis of published tariff rates.

(i) **Invoices:** An invoice will be submitted by the Supplier for each load of material furnished. **Each invoice will show the complete transaction to include:** quantity, type and grade of material, unit price per gallon, purchase order number, destination, consignee, and pumping charge, if any. Delay time and cost for which the State is liable may be invoiced separately.

## **7. SAMPLING, TESTING, AND ACCEPTANCE PROCEDURES**

(a) 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.

(b) **Truck Shipments:** All 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 the specifications. **At least one complete test shall be conducted every two weeks on each grade of material furnished for the Missouri Department of Transportation from the blender.** A certified copy of the test 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 and sieve for SS-1h, 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.

(c) The Supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be available to Department personnel at destination prior to unloading.

When delivery is made to storage sites the bill of lading, manifest, or truck ticket is to be deposited in the receptacles provided. A copy is also to be available to the Department's representative at the shipping point. 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 (masses) of truck before and after loading, specific gravity @ **60°F/60°F**, 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 (mass) shown herein were obtained on Missouri Department of Transportation approved scales and are correct within the specified scale requirements." The certification statement shall be signed by an authorized representative of the Supplier.

The engineer 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 (mass) 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 materials meeting specifications.

Verification of certified weights (mass) may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the Supplier and which have also been approved by the Department.

The Supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer. 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.

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 such information with respect to the previous load.

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.

(d) **Proportioning and Blending Asphaltic 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 Department and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons without the use of automatic proportioning blenders will not be approved.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "**Contractor**") agrees as follows:

(e) **Compliance with Regulations:** The contractor shall comply with the **Regulations** relative to nondiscrimination in federally-assisted programs of the Department of Transportation, **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein

incorporated by reference and made a part of this contract.

(f) **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of **race, color, or national origin** in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **Regulations**, including employment practices when the contract covers a program set forth in **Appendix B of Regulations**.

(g) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of **race, color, or national origin**.

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

(i) **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation 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.

(j) **Diluted**: The contractor shall include the provision of **Paragraphs (a) through (i) above in every subcontract**, including procurements of materials and leases of equipment, unless exempt by the Regulations, or Directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the Missouri Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Missouri Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## LIQUID ASPHALT MGS-94-06E

**1.0 DESCRIPTION.** This specification covers Medium-Curing Cut-Back Asphalt, Rapid-Curing Cut-Back Asphalt, and Emulsified Asphalt.

### **2.0 MATERIALS.**

**2.1 Medium-Curing Cut-Back Asphalt.** The material shall conform to the requirements of AASHTO M 82, invoking Note 2 using penetration in lieu of viscosity. Medium-curing cut-back asphalt shall show no separation or curdling prior to use and shall not foam when heated to the application temperature.

**2.2 Rapid-Curing Cut-Back Asphalt.** The material shall conform to the requirements of AASHTO M 81, invoking Note 2 using penetration in lieu of viscosity. Rapid-curing cut-back asphalt shall show no separation or curdling prior to use and shall not foam when heated to the application temperature.

**2.3 Diluted Emulsified Asphalt.** Diluted emulsified asphalt shall be homogeneous and shall be usable for a minimum of 3 days after delivery.

**2.3.1** The base material shall be SS-1, SS-1H, CSS-1 or CS-1H meeting the requirements of Section 2.4 or Section 2.5 of these specifications.

**2.3.2** The dilution rate shall be 1 part water to 1 part emulsion.

**2.3.3** The percent residue shall be 28.5 minimum.

**2.3.4** The supplier will not be held responsible for diluted emulsified asphalt that has frozen after delivery.

**2.4 Anionic Emulsified Asphalt.** Anionic emulsified asphalt shall be homogeneous and shall comply with the requirements of Table 1 of these specifications.

**2.4.1** The anionic emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

**2.5 Cationic Emulsified Asphalt.** Cationic emulsified asphalt shall be homogeneous and shall comply with the requirements of Table 2 of these specifications.

**2.5.1** The cationic emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

**2.6 Polymer Modified Emulsified Asphalt.** Polymer modified emulsified asphalt shall meet the requirements of Table 3 of these specifications.

**2.6.1** The polymer modified emulsified asphalt shall remain homogeneous and usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

**2.7 Scrub Seal Emulsion.** Scrub seal emulsion shall meet the requirements of Table 4 of these specifications.

**2.7.1** The scrub seal emulsion shall be smooth and homogeneous, be polymer modified and contain an asphalt rejuvenator. The scrub seal emulsion shall remain usable for a minimum of 30 days after delivery. The supplier will not be held responsible for emulsion that has been frozen after delivery.

**3.0 Sampling and Testing.**

Unless otherwise stated the AASHTO specifications shall be those in effect at the time of the order of this material. For all material, AASHTO T 111, *Inorganic Matter or Ash in Bituminous Materials*, may be substituted for AASHTO T 44, *Solubility of Bituminous Materials*, at the specification value indicated.

**3.1 Medium-Curing and Rapid-Curing Cut-Back Asphalt.** Sampling and testing of medium-curing and rapid-curing cut-back asphalts will be made as follows:

<u>Property</u>	<u>AASHTO</u>	<u>MC</u>	<u>RC</u>
Sampling	T 40	X	X
Water	T 55	X	X
Flash Point (Tag Open Cup)	T 79	X	X
Viscosity	T 201	X	X
Distillation	T 78	X	X
Penetration	T 49	X	X
Ductility	T 51	X	X
Solubility in Trichloroethylene	T 44	X	X

**3.2 Emulsified Asphalt.** Samples of emulsified asphalt shall be taken in accordance with AASHTO T 40.

**3.3.1** Diluted emulsified asphalt, anionic emulsified asphalt, and cationic emulsified asphalt shall be tested in accordance with AASHTO T 59.

**3.3.2** Polymer modified emulsified asphalt shall be tested in accordance with the procedures set forth for the applicable properties in Table 5.

**3.4 Scrub Seal Emulsion.** Samples of scrub seal emulsion shall be taken in accordance with AASHTO T 40.

**3.4.1** Scrub seal emulsion shall be tested in accordance with the procedures set forth for the applicable properties in Table 6.

**4.0 Rejection.**

Emulsified asphalt that does not fully comply with the requirements of these specifications will be rejected. The supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the state-owned tank into which the unsatisfactory material is unloaded.

**5.0 Platform Scales for Weighing Bituminous Material.** Equipment for weighing of bituminous material shall consist of accurate and reliable platform scales approved by the Department.

**5.1** Scales shall be accurate to within 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 be not 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.

**5.2** When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of Portland cement concrete or asphaltic concrete pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the weighing operation. the approach shall be the same width as the platform and of sufficient length to insure the level positioning of vehicles during weight 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.

**5.3** Scales shall have been calibrated within the year immediately prior to any material being delivered or any time the engineer has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

**5.3.1** A valid certification or seal of approval by the Division of Weights and Measures of the Missouri Department of Agriculture.

**5.3.2** 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.

**5.3.3** Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The Supplier shall furnish the certificate of calibration to the engineer.

**5.4** 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.

**5.5** Verification of a platform scale may be required by the weighing of a hauling unit on another recently calibrated and certified scale.

**5.6** All cost incurred in obtaining a certification of calibration or verification shall be borne by the Supplier.

**6.0 Ordering Information.** The unit bid request will set forth the grade or type, and quantity, of bituminous material being purchased.

**TABLE 1 - ANIONIC EMULSIFIED ASPHALT**

	RS-2	EA-90	EA-150	EA-300	SS-1	SS-1H
Viscosity, SFS, 25 C, SFS.	-----	-----	-----	-----	20-100	20-100
Viscosity, SFS, 50 C, SFS.	100-400	50-500	50-500	50-500	-----	-----
Sieve Test <sup>a</sup> , percent, max.	0.10 <sup>b</sup>	0.50	0.50	0.50	0.10 <sup>b</sup>	0.10 <sup>b</sup>
Cement Mixing Test, percent, max.	-----	-----	-----	-----	2.0	2.0
Demulsibility <sup>c</sup> , 35 ml, 0.02 N CaCl <sub>2</sub> , (1.11g/L) percent, min.	60	-----	-----	-----	-----	-----
Distillation:						
Oil distillate, by volume of emulsion, percent, max.	-----	4	4	7	-----	-----
Residue, percent, min.	63	65	65	70	57	57
Tests on residue from distillation:						
Penetration, 25 C, 100 g, 5 sec., dmm	100-200	90-150	150-300	300 Min.	100-200	40-90
Ductility, 25 C, 5 cm/min., cm.,min.	40	-----	-----	-----	40	40
Solubility in trichloroethylene, percent, min.	97.5	97.5	97.5	97.5	97.5	97.5
Float Test, 60 C, sec., min.	-----	1200	1200	1200	-----	-----

<sup>a</sup> This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

<sup>b</sup> A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

<sup>c</sup> The demulsibility test shall be made within 30 days from date of shipment.

**TABLE 2 - CATIONIC EMULSIFIED ASPHALT**

	CRS-2	CMS-2M	CSS-1	CSS-1H
Viscosity, Saybolt Furol at 25 C, SFS.	----	----	20-100	20-100
Viscosity, Saybolt, Furol at 50 C, SFS.	100-400	50-500	----	----
Sieve Test <sup>a</sup> , percent, max.	0.10 <sup>b</sup>	0.50	0.10 <sup>b</sup>	0.10 <sup>b</sup>
Cement Mixing Test, percent, max.	----	----	2.0	2.0
Demulsibility <sup>c</sup> , 35 ml, 0.8% sodium dioctyl sulfosuccinate, percent, min.	40	----	----	----
Particle Charge Test	Positive	Positive	Positive <sup>d</sup>	Positive <sup>d</sup>
Distillation:				
Oil distillate, by volume of emulsion, percent, max.	3	7	----	----
Residue, percent, min.	65	70	57	57
Tests on Residue from Distillation:				
Penetration, 25 C, 100 g, 5 sec., dmm	100-250	300 min.	100-250	40-90
Ductility, 25 C, 5 cm/min., cm.,min.	40	----	40	40
Solubility in trichloroethylene, percent, min.	97.5	97.5	97.5	97.5

<sup>a</sup> This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

<sup>b</sup> A percentage of 0.30 is acceptable for samples taken at point of use or shipped to the Central Laboratory for testing.

<sup>c</sup> The demulsibility test shall be made within 30 days from date of shipment.

<sup>d</sup> If the particle charge test result is inconclusive, materials having a maximum pH value of 6.7 will be acceptable.

**TABLE 3 - POLYMER MODIFIED EMULSIFIED ASPHALT**

Tests	CRS-2P		EA-90P	
	Min.	Max.	Min.	Max.
Viscosity, Saybolt, Furol at 50 C, SFS.	100	400	100	400
Storage Stability Test <sup>b, c</sup> . 24 hour, percent	----	1	----	1
Classification Test	Pass	----	----	----
Particle Charge Test	Positive	----	----	----
Sieve Test, 20 mesh, percent <sup>c</sup>	----	0.3	----	0.3
Demulsibility, 35 ml, 0.02 N CaCl <sub>2</sub> , (1.11g/L) percent, min. ----	----	30	----	
Distillation:				
Oil Distillate by volume of emulsion, percent	----	3	----	3
Residue from Distillation <sup>d</sup> , percent	65	----	65	----
Tests on Residue from Distillation:				
Penetration, 25 C, 100 g, 5 sec.	100	200	100	200
Ductility, 4 C, 5 cm/min, cm	30	----	25	----
Ash <sup>e</sup> , percent	----	1	----	1
Float Test at 60 C, sec.	----	----	1200	----
Elastic Recovery, percent <sup>f</sup>	58	----	58	----

<sup>a</sup> All tests are performed in accordance with latest AASHTO T 59 except as noted.

<sup>b</sup>In addition to AASHTO T 59; upon examination of the test cylinder, after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.

<sup>c</sup> This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

<sup>d</sup> AASHTO T 59 modified to maintain a 205 C ± 5 C maximum temperature for 15 minutes.

<sup>e</sup> AASHTO T 111, Ash in Bituminous Materials.

<sup>f</sup> Condition the ductilometer and samples to be treated at 10 C. Prepare the brassplate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85-95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at the rate of pull of 5 cm/min. After the 20 cm elongation has been reached; stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\text{Percent Recovery} = \frac{20 - X}{20} \times 100$$

**TABLE 4 - SCRUB SEAL EMULSION**

	Min.	Max.	Test Method
<b>Tests on Scrub Seal Emulsion:</b>			
Saybolt Furol Viscosity, @ 25 C,SFS	30	100	ASTM D244
Storage Stability Test <sup>a,b</sup> , 24 hr., %	--	1	ASTM D244
Demulsibility, 35 ml, 0.02 N CaCl <sub>2</sub> , (1.11g/L) percent, min.	--	60	ASTM D244
Sieve Test <sup>b,c</sup> , %	--	0.1	ASTM D244
Residue by Distillation <sup>d</sup> , %	60	--	ASTM D244
Oil Distillate by Volume, %	--	3	
<b>Tests on Residue from Distillation:</b>			
Penetration @ 25 C, 5 sec, 100 g, dmm	100	300	ASTM D5
Float Test @ 60 C, sec	1200	--	ASTM D139
Ash, %	--	1	AASHTO T111
Elastic Recovery <sup>e</sup> , %	30	--	ASTM D5976
Saturates <sup>f</sup> , %	--	20	ASTM D4124

- <sup>a</sup> Upon examination of the test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance but shall be a homogeneous brown color throughout.
- <sup>b</sup> This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- <sup>c</sup> A percentage of 0.30 is acceptable for samples taken at the point of use or shipped to the Central Laboratory for testing.
- <sup>d</sup> ASTM D244 with modifications to include a 205 ± 5 C maximum temperature to be held for 15 minutes.
- <sup>e</sup> ASTM D5976 with test temperature of 10°C and modification of 200 mm elongation.
- <sup>f</sup> ASTM D4124 with modification to use Alumina, CG - 20 Grade, available from Aluminum Company of America, Pittsburgh, PA.

# PREFERENCE IN PURCHASING PRODUCTS

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

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

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

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

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

---

---

---

---

---

---

---

---

---

---

**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

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

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

## STANDARD SOLICITATION PROVISIONS

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

## GENERAL TERMS AND CONDITIONS

### General Performance

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

### Deliveries

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

### Nondiscrimination

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

### Contract/Purchase Order

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

### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

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

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

- 1) If attached, the document entitled “MISSOURI SERVICE-DISABLED VETERAN PREFERENCE” should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Cancellation of Contract**

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

#### **Bankruptcy or Insolvency**

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

#### **Inventions, Patents, and Copyrights**

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

#### **Inspection and Acceptance**

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

#### **Warranty**

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

#### **Status of Independent Contractor**

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

#### **Indemnification**

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

## SPECIAL TERMS AND CONDITIONS

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.

### Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MSG-94-06E and any other provisions outlined in the solicitation documents.

### Award

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

### NOTICE TO PROCEED

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

### Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).