

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
PURCHASING DEPARTMENT  
3025 East Kearney Street  
Springfield, MO 65803**

REQUEST NO.	SW-14-021AM
DATE	October 16, 2013
PAGE NO.	1 NO. OF PAGES 18

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

**1:00 p.m., Local Time, November 6, 2013**

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

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

Submit net bid as cash discount stipulations will not be considered

**US 65/MO Route 73**

**Dallas County**

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

**BUYER:** Andy McNeill, CPPB

**BUYER TELEPHONE:** 417-895-7645

**BUYER EMAIL:**

Andrew.McNeill@modot.mo.gov

**SUPPLIES OR SERVICES**

**PAVEMENT REPAIR**

To establish a contract to furnish a "Pavement Repair" with an effective date of Notice to Proceed and ending 30 days after the Notice to Proceed in accordance with the following

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**By (Signature):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Type/Print Name** \_\_\_\_\_

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

**Title:**  
**Is your firm WBE certified?**  Yes  No

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide a Pavement Repair at the intersection of US 65 and MO Route 73 in Dallas County, MO, with an effective contract period of Notice to Proceed through November 27, 2013, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Andy McNeill, District 8 Purchasing Department, 3025 East Kearney Street, P.O. Box 868, Springfield, MO 65801, or hand-delivered in a sealed envelope to the Procurement Office in the Highway and Transportation Building at 3025 East Kearney Street, Springfield, MO. All questions regarding the RFB shall be submitted to Andy McNeill. Bids must be returned to the office of Andy McNeill, no later than 1:00 p.m., CST, November 6, 2013.

#### **RFB Coordinator:**

**Andy McNeill, CPPB**

**Senior Procurement Agent**

**Missouri Department of Transportation**

**3025 East Kearney Street**

**Springfield, MO 65803**

**PHONE: 417-895-7645**

**FAX: 417-895-6704**

**EMAIL: Andrew.McNeill@modot.mo.gov**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Pavemetrn Repair as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Page(s)
  - (5) Exhibit(s)
  - (6) Terms and Conditions
  - (7) Attachment A –Job Special Provisions  
Attachment B – Plan Sheets  
Attachment C – General Wage Order #57

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide Pavement Repair for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, that the estimated quantities specified herein may be required/purchased.
- 2.1.4 Project cost estimate is \$125,000 - \$175,000.
- 2.1.5 MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### 2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with Pavement Repair, in accordance with the following.
- 2.2.2 **Required Specifications** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Job Special Provisions and any other provisions outlined in the solicitation documents. See Attachment A –Job Special Provisions.

### 2.3 Liquidated Damage Requirements:

- 2.3.1 The contractor shall agree and understand that providing Pavement Repair in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the contractor fails to provide Pavement Repair in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day for each such delinquent day.
  - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
  - c. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

- e. The contractor shall agree and understand that if the Pavement Repair is rejected due to not meeting specifications, all cost associated with returning such services and materials to the contractor shall be paid by the contractor, at no additional cost to MoDOT.

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation  
Financial Services  
M.P.O. Box 868  
Springfield, MO 65803

- 2.4.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.4.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.4.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.4.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Contractual Requirements:**

- 2.5.1 Contract Period - The contract shall commence from the date of award until November 27, 2013.
- 2.5.2 Contract Bond - In the event a price increase is granted due to an approved escalation, the contractor shall increase their 100% contract bond, as specified elsewhere herein, to reflect the current contract value.
- 2.5.3 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- 2.5.4 RSMo 285.530 - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
  - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- 2.5.5 Submit completed Contractor Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked “SW-14-021AM US 65 Pavement Repair”.

3.1.2 All bids must be received at the following address no later than November 6, 2013 at 1:00 p.m., CST.

Missouri Department of Transportation  
Attn: Andy McNeill, CPPB  
Procurement Office  
3025 East Kearney Street  
Springfield, MO 65803

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

a. Submitting a completed Signature and Identity of Bidder form, attached herein,

b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT or APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.6 *Proposal/Bid Guaranty/Contract Bond:*

- a. Each bid/proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- 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 MoDOT 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.

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

3.1.8 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.1.9 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 an “All Or Nothing” basis using the “lowest and best” principle of award.

3.1.10 ***NOTE:*** The bidder must be in compliance with the laws regarding conducting business in the MoDOT. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by MoDOT.

**4. PRICING PAGE**

**4.1 Request for Bid SW-14-021AM Pavement Repair** - The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

<b>PAVEMENT REPAIR US65/MO 73 DALLAS COUNTY</b>					
<b>Item # Pay Item</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Item Cost</b>
001 4030101	Asphaltic concrete mixture PG 64-22 (SP125C mix)	TON	143.3		
002 4030306	Asphaltic concrete mixture PG 64-22 (SP250C mix)	TON	927.9		
003 2071000	Linear Grading Class 1	STATIONS	14		
004 6191000	Pavement Edge Treatment	LINEAR FEET	1385.00		
005 6181000	Mobilization	LUMP SUM	1		
<b>Total Extended Cost</b>					

**TRAFFIC CONTROL - \*\*ALTERNATE ITEM\*\***

**\*\* PLEASE NOTE - MODOT TO PROVIDE TRAFFIC CONTROL FOR PROJECT –  
CONTRACTOR TO SUBMIT PRICING TO PROVIDE TRAFFIC CONTROL. MODOT  
RESERVES THE RIGHT TO EVALUATE OPTION PRIOR TO AWARD IF TRAFFIC  
CONTROL FITS INTO BUDGETARY REQUIREMENTS \*\***

<b>Item # Pay Item</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Item Cost</b>
006 6169901	Misc. Traffic Control	LUMP SUM	1		

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Exhibit A**

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ 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 \_\_\_\_\_

**Exhibit B**

**PREFERENCE IN PURCHASING PRODUCTS**

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

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

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

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

**FOR CORPORATIONS:**

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

**FOR OTHERS:**

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

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

NOTE: For bid 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.

**Exhibit C**

**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
  
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:  
\_\_\_\_\_  
\_\_\_\_\_
  
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
  
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

**CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

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





**Exhibit F**

(Revised 08/96)

**BID BOND**

KNOW ALL PERSONS 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 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 commission on route(s) \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ County(ies),  
project (s) \_\_\_\_\_

\_\_\_\_\_ for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the 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.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

SEAL

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Signature

SEAL

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Signature of 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.

**Exhibit G**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

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.

Definitions:

**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.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran 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:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

---

Service-Disabled Veteran's Name, (Please Print)

---

Service-Disabled Veteran Business Name

---

*Service-Disabled Veteran's Signature*

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Missouri Address of Service-Disabled Veteran  
Business

---

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

**STANDARD SOLICITATION PROVISIONS**

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

**GENERAL TERMS AND CONDITIONS**

**Definitions**

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

**Nondiscrimination**

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

**Contract/Purchase Order**

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

**Applicable Laws and Regulations**

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

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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.

**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.

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**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.

**Insurance**

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

- 1) 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;
- 2) 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;
- 3) 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.

**Bid Guaranty/Contract Bond**

- d. 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.
- e. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- 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.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., 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:
  - 1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees

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proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.
  
- b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document.

**Construction Safety Program**

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

**Prevailing Wage**

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **GREENE**. The **General Wage Order # 55** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

**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.

**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 \$500.00 per day**, for each assessable calendar day on which the service 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.

**Preferences**

- a. 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.**
- b. 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.

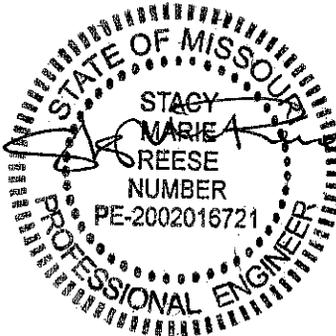
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**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

- A. General - State
- B. Add Alternate Temporary Traffic Control
- C. Work Zone Traffic Management Plan
- D. Project Contact for Contractor/Bidder Questions
- E. Emergency Provisions for Incident Management
- F. Utilities
- G. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances
- H. Linear Grading Class 1
- I. Safety Edge
- J. Temporary Raised Pavement Markers – Removed by Others
- K. Pavement Smoothness
- L. Erosion Control
- M. Supplemental Revisions

 <p>10-16-2013</p>	<p align="center"><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>BID NUMBER: SW-14-021AM DALLAS COUNTY, MO DATE PREPARED: 10/16/2013</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

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### JOB SPECIAL PROVISION

#### A. GENERAL – STATE JSP-09-03A

**1.0 Description.** The Federal Government is not participating in the cost of construction of this project.

**1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Bidding" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

#### State Wage Rates

**1.2** The following documents are available on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Business"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

#### General Provisions & Supplemental Specifications

#### Supplemental Plans to October 2009 Missouri Std. Plans For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

#### B. ADD ALTERNATE TEMPORARY TRAFFIC CONTROL

**1.0 Description.** This project requires contractor to bid the temporary traffic control for this contract as an add alternate section. Quantities for traffic control items including, but not limited to, warning signs, flagging for signs, channelizers, TMA's, protective vehicles, work zone lighting, etc. will vary depending on locations and field conditions. The award of this project does not guarantee work for the add alternate section.

**2.0 Consideration of Bids.** The contractor shall submit a bid for the add alternate section. The Commission reserves the right to award, to the lowest responsible bidder, the add alternate section that will allow the most work to be completed within the Commission's budget.

**3.0 Construction Requirements.** If the add alternate section is awarded, the Contractor will be responsible for furnishing, installing, operating, maintaining, relocating, and removing all required temporary traffic control devices and equipment for this contract as shown in the plans

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or as approved by the engineer. The contractor shall also follow C. Work Zone Traffic Management Plan. The contractor will not be responsible for providing Changeable Message Signs for this contract.

**3.1** If the add alternate section is not awarded, the Commission will be responsible for furnishing, installing, operating, maintaining, relocating, and removing all temporary traffic control devices and equipment for this contract. The Commission will be responsible for the Changeable Message Signs for this contract no matter if the add alternate section is awarded or not.

**4.0 Method of Measurement.** No direct measurement for payment will be made for the quantities required by the contractor to install and or construct the above noted provisions for traffic control. It is the responsibility of the contractor to determine all material quantities required to satisfy plan and specification items for traffic control and safety.

**5.0 Basis of Payment.** All costs incurred by the contractor by reason of compliance to satisfy the above requirements for work zone traffic management shall be considered incidental to and completely covered in the bid item 616-99.01, Traffic Control. The accepted quantities of the chosen combination of base plus the add alternate section will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

### C. WORK ZONE TRAFFIC MANAGEMENT PLAN

**1.0 Description.** If the add alternate for temporary traffic control is awarded to the contractor, work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

#### **2.0 Traffic Management Schedule.**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the engineer forty-eight (48) hours prior to lane closures or shifting traffic onto detours.

**2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

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**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

### **2.5.2 Traffic Safety.**

**2.5.2.1** Where traffic queues routinely extend to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions.**

**3.1** There is one holiday period: Thanksgiving Day. All lanes shall be scheduled to be open to traffic during this holiday period, from 12:00 noon on Wednesday preceding the holiday until 9:00 a.m. on Monday subsequent to the holiday.

**3.2** The contractor shall not perform any construction operation on the roadbed, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

**3.3** The contractor shall not perform any work between the hours of ½ hour before sunset until ½ hour after sunrise. No night time work on this section will be allowed without submission of an adequate traffic control plan to cover nighttime operations and prior approval by the engineer.

**4.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

### **D. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Stacy Reese, P.E., Project Manager  
MoDOT – Southwest District  
3025 E. Kearney Street  
P.O. Box 868  
Springfield, MO 65801  
Telephone Number 417-895-7689  
1-888-275-6636  
e-mail: Stacy.Reese@modot.mo.gov

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All questions concerning the bid document preparation shall be forwarded to the contact listed below:

Andy McNeill  
MoDOT – Southwest District  
3025 E. Kearney Street  
P.O. Box 868  
Springfield, MO 65801  
Telephone Number 417-895-7645  
1-888-275-6636  
e-mail: Andrew.McNeill@modot.mo.gov

**E. EMERGENCY PROVISIONS FOR INCIDENT MANAGEMENT**

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The Resident Engineer's office shall also be notified when the contractor requests emergency assistance.

**2.0** In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol – Troop D: (417) 895-6868 (*55 cell phone – Missouri Highway Patrol)
Dallas County Sherriff Department: (417) 345-8836
City of Buffalo Police Department: (417) 345-2441
City of Buffalo Fire Department: (417) 345-7800
MoDOT Customer Service: (417) 895-7600 or (888) 275-6636
Emergency Only Numbers
(*55 cell phone – Missouri Highway Patrol) (417-766-3265 cell – MoDOT Incident Management Coordinator)

**2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

**2.2** The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

**3.0** No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

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F. UTILITIES JSP-93-26C

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
City of Buffalo Mr. Roger Jasper P.O. Box 410 Buffalo, MO 65622 417-345-5565 email: <a href="mailto:buffaloc@positech.net">buffaloc@positech.net</a>	None
CenturyLink Mr. Jerry Wood 211 S. Third Street Branson, MO 65616 417-334-9297 email: <a href="mailto:jerry.wood@centurylink.com">jerry.wood@centurylink.com</a>	None
Sho-Me Technologies Mr. Brad McGoon P.O. Box D 301 West Jackson Marshfield, MO 65706 417-859-3475 email: <a href="mailto:dmcgoon@shomepower.com">dmcgoon@shomepower.com</a>	None
Southwest Electric Cooperative Mr. Jason Carver, P.E. P.O. Box 150 1023 S. Springfield Street Bolivar, MO 65613 417-326-5244 email: <a href="mailto:jcarver@swec.org">jcarver@swec.org</a>	None
Empire District Electric Company Inc. Ms. Heidi Nonnenmacher P.O. Box 127 602 S. Joplin Ave Joplin, MO 64802 417-626-5918 email: <a href="mailto:hnonnenmacher@empiredistrict.com">hnonnenmacher@empiredistrict.com</a>	None

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This

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information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

### G. DAMAGE TO EXISTING PAVEMENT, SHOULDERS, SIDE ROADS, AND ENTRANCES

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, shoulders, side roads, and entrances caused by contractor operations. This shall include, but not be limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

**2.0 Construction Requirements.** Any cracking, gouging, or other damage to the existing pavement, shoulders, side roads, or entrances resulting from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged areas shall be as approved by the engineer.

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**3.0 Method of Measurement.** No measurement of damaged pavement, shoulders, side roads, or entrances as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor operations.

### H. LINEAR GRADING CLASS 1

**1.0 Description.** Linear Grading Class 1 shall consist of removing the existing asphalt pavement and shoulder and preparing this area by excavating, compacting, fine-grading, and shaping existing slope, conforming to the typical section shown on the plans. It shall be the contractor's sole responsibility to determine the effort and material required to accomplish the work. Linear Grading Class 1 shall also be in accordance with the applicable portions of Section 207 and specifically as follows.

#### **2.0 Construction Requirements.**

**2.1** This work shall include all grading work necessary to remove and construct the new full depth pavement and finish the foreslopes along the existing edge of pavement with suitable material. Construction requirements shall also be in accordance with Section 207.2. The contractor shall perform substantial mechanical compactive effort for the subgrade compaction as approved by the engineer. Subgrade preparation and compaction shall be in accordance with Sections 209 and 210.

**2.2** The contractor shall preform a saw cut, at the contractor's expense, prior to removing the existing asphalt pavement in order to leave a clean joint for construction of the new full depth pavement.

**2.3** All ditches shall maintain existing ditch line unless otherwise approved by the engineer. All ditches shall utilize existing drainage structures. Slopes can be steepened if necessary to utilize existing drainage structures as approved by the engineer.

**2.4** Excess excavation, except the removed existing asphalt pavement, can be wasted within the limits of the right of way as approved by the engineer. All existing asphalt pavement removed from the project shall become the property of the contractor. The contractor may elect to coldmill off the existing asphalt pavement as a method of removal. All or part of the coldmilled material may be stockpiled on Commission property located at the nearest Maintenance Facility to the project. The contractor shall contact the Maintenance Superintendent of the Facility at least 48-hours prior to delivery. Any material stockpiled on Commission property shall become the property of the Commission.

**2.5** The contractor shall be required to install and maintain all required pavement edge treatment and temporary traffic control measures (if add alternate is awarded) depending on method elected to remove the existing asphalt pavement as approved by the engineer.

**3.0 Method of Measurement.** Measurement will be made in accordance with Section 207.3.

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**4.0 Basis of Payment.** Payment will be made under Bid Item Linear Grading Class1, Item No. 207-10.00 and will be considered as full compensation for labor, equipment, material or other construction involved to complete the described work, including if the contractor elects to coldmill any of the existing asphalt as a method of removal. No direct payment will be made for preparing or compacting the subgrade as required. No direct payment will be made for the saw cut.

### I. SAFETY EDGE

**1.0 Description.** An approved longitudinal shoulder wedge system shall be used to create a beveled edge at the edge of pavement for a roadway without a paved shoulder, or at the edge of shoulder for pavement with a paved shoulder regardless of shoulder width.

**2.0 Construction Requirements.** The shoulder wedge system shall result in a bevel measuring 30 degrees from horizontal and extending laterally from the nominal edge of traveled way to the point of intersection with the inslope. The construction tolerance shall be plus or minus 5 degrees.

**2.1** The shoulder wedge system shall maintain contact between the device and road shoulder surface and allow automatic transition to cross roads, driveways and obstructions. The device must be removable or be able to be lifted when not in use.

**2.2** All shoulder wedge systems to be used for the purpose of creating a Safety Edge must be approved by the engineer. The device must be designed to constrain the material, increase the consolidation of the extruded profile, and provide a smooth wedged surface. The use of a conventional single plate strike-off is not permitted.

**3.0 Basis of Payment.** There will be no direct payment for compliance with the requirements of this provision.

### J. TEMPORARY RAISED PAVEMENT MARKERS – REMOVED BY OTHERS

**1.0 Description.** The contractor shall provide Temporary Raised Pavement Markers in accordance with Section 620.2.5 and 620.60 in addition to the following.

#### **2.0 Construction Requirements.**

**2.1** The contractor shall place and maintain Temporary Raised Pavement Markers (TPRM's) on pavement undergoing milling or resurfacing operations in accordance with Section 620.2.5.

**2.2** Any damage or loss of Temporary Raised Pavement Markers due to contractor operations will be replaced at the contractor's expense.

**2.3** The spacing shall be 40' for centerline and edge line on two-way sections with aggregate or paved shoulders 4 feet or less. For shoulders on multilane divided sections or two-way sections with paved shoulders greater than 4 feet wide, the contractor shall space the Temporary Raised Pavement Markers as shown in the Standard Plans.

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2.4 The contractor will not be required to remove the Temporary Raised Pavement Markers after the completion of the permanent pavement marking since this work is being done by others.

3.0 Basis of Payment. The accepted quantity of Temporary Raised Pavement Markers will be paid by each of the pay items included in the contract for one length of the project as shown on the plans.

K. PAVEMENT SMOOTHNESS

Delete Sec 610.4.6.4 and replace with the following:

610.4.6.4 Areas of Localized Roughness. All areas of localized roughness (ALR) in the right wheel path; defined as any length of pavement at any final posted speed with a continuous 25-foot average IRI of 175.0 inches shall be corrected. After correcting ALRs, additional correction may be necessary to reduce any profile segment in a pavement with a final posted speed greater than 45 mph, to an average IRI of 80.0 inches or less; or reduce any profile segment in a pavement with a final posted speed greater than 45 mph to average IRI of 125.0 inches/mile or less. A new IRI and ALR ProVAL report shall be furnished to the engineer no later than two days after the contractor profiles the corrected areas to verify compliance with minimum smoothness requirements.

Delete Sec 610.5.2.1 and replace with the following:

610.5.2.1 The contract price for resurfacing will be adjusted based on the improvement in profile index according to Table 3 for each segment with an initial IRI greater than 60 inches per mile. Any segment with an initial IRI less than or equal to 60 inches per mile shall receive no percent improvement price adjustment if the segment IRI after placement of the overlay is also less than or equal to 60 inches per mile. Any segment with an initial IRI less than or equal to 60 inches per mile that has an IRI greater than 60 inches per mile after placement of the overlay shall be paid at 97 percent of the contract unit price for pavement.

Table 3	
Percent Improvement (Change in IRI / Initial IRI) X 100	Percent of Contract Unit Price For Pavement
35.0 or greater	103
20.0 to 34.9	100
0.0 to 19.9	97°

° After correction to 0.0 or greater

Delete Sec 622.30.6.1 and replace with the following:

622.30.6.1 The contract unit price for diamond grinding will be adjusted based on the final IRI for any segment before corrections, according to the following schedule:

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<b>IRI, inches per mile</b>	<b>Increase in Contract Unit Price</b>
40.0 or less	\$0.25
40.1 to 54.0	\$0.15
54.1 to 80.0	None
80.1 or greater	None <sup>a</sup>

<sup>a</sup> After correction to either equal to or less than 65 percent of the control IRI or 80.0 inches per mile.

**L. EROSION CONTROL**

**1.0 Description.** This work shall consist of furnishing, installing, maintaining, and removing any temporary pollution, erosion and sediment control measures required based on construction operations in accordance with Section 806 or as approved by the engineer. Any ditch checks within the project limits shall be Type II Rock Ditch Checks as required by the engineer. The contractor shall be responsible for removing sediment deposits from these measures and disposing of the sediment at a location approved by the engineer.

**2.0 Material.** All material shall be in accordance with Section 806.3.

**3.0 Construction Requirements.** All erosion control measures shall be installed in accordance with Section 806 at locations approved by the engineer.

**4.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

**M. SUPPLEMENTAL REVISIONS JSP-09-01M**

**Insert Sec 109.15, Sec 109.16 and Sec 109.17, subsequent section renumbered accordingly:**

**109.15 Seal Coat Price Index.** Adjustments will be made to the payments due the contractor for Seal Coat placed in accordance with Section 409 of the Standard Specifications when the quantity exceeds 50,000 square yards for an individual project or any number of projects in the contract combination. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

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

$$A = B \times (2.01/2000) \times (D - E)$$

Where:        A = adjustment for Seal Coat placed during the index period  
                  B = square yards of seal coat placed during the index period  
                  D = average index price at the beginning of the period  
                  E = average index price at the time of bid

**ATTACHMENT A**

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**109.15.2 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 for the Asphalt Cement Price Index. Acceptance of this provision will apply to both the Asphalt Cement Price Index and Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index or Seal Coat Price Index.

**109.16 Asphalt Underseal Price Index.** Adjustments will be made to the payments due the contractor for Asphalt underseal placed in accordance with Section 625 of the Standard Specifications when the quantity exceeds 10,000 gallons for an individual project or any number of projects in the contract combination. Adjustments will be calculated in accordance with Asphalt Cement Price Index of the General Provisions, except as defined herein.

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

$$A = B \times (8.66/2000) \times (D - E)$$

Where:        A = adjustment for asphalt underseal placed during the index period  
                  B = gallons of asphalt underseal placed during the index period  
                  D = average index price at the beginning of the period  
                  E = average index price at the time of bid  
                  (use average specific gravity of 1.04 for underseal)

**109.16.2 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 for the Seal Coat Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Seal Coat Price Index.

**109.17 Polymer Modified Emulsion Membrane Price Index.** Adjustments will be made to the payments due the contractor for Polymer Modified Emulsion Membrane placed in accordance with Sec 413.30 when the quantity exceeds 5,000 square yards. Adjustment will be calculated in accordance with the Supplemental Asphalt Price Adjustment except as defined herein.

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

$$A=B \times (1.20/2000) \times (D - E)$$

Where:        A = adjustment for membrane placed during the index period  
                  B = square yards of membrane placed during the index period  
                  D = average index price at the beginning of the period  
                  E = average index price at time of bid

**109.17.2 Optional.** This provision is optional. If the bidder wishes to be bound by the provision, the bidder shall execute the acceptance form in the Bid for Polymer Modified Emulsion Membrane Price Index. Failure by the bidder to execute the acceptance form will be interpreted to mean election not to participate in the Polymer Modified Emulsion Membrane Price Index.

**Delete Sec 407 in its entirety and substitute the following:**

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County: Dallas

**407.1 Description.** This work shall consist of preparing and treating an existing bituminous or concrete surface with bituminous material, in accordance with these specifications.

**407.2 Material.** All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Emulsified Asphalt or PG Liquid Asphalt	1015

**407.3 Equipment.** The contractor shall provide a system for heating and applying the bituminous material. The system shall be designed, equipped, maintained and operated such that emulsified asphalt or liquid asphalt, at even heat, may be applied uniformly on variable widths of surface up to 15 feet with uniform pressure and an allowable variation from any specified rate of  $\pm 0.01$  gallon per square yard. The system shall include a calibrated tank and a thermometer for measuring temperature of tank contents. The system shall be equipped with instrumentation that continuously verifies application rates. The calibration of the system shall be approved by the engineer prior to use, and the contractor shall furnish all equipment, material and assistance if calibration is required.

### 407.4 Construction Requirements.

**407.4.1 Preparation of Surface.** The existing surface shall be free of all dust, loose material, grease or other foreign material at the time the tack is applied. Any excess bituminous surface mixture or bituminous joint material will be removed by MoDOT without cost to the contractor before the tack is applied.

**407.4.2 Application.** Asphalt emulsion or PG liquid asphalt shall be applied uniformly with a pressure distributor at the minimum rates indicated in the following table. No dilution of the emulsified asphalt material shall be allowed. The tack coat material shall be heated at the time of application to a temperature in accordance with Sec 1015. The tack coat shall be properly cured and the tacked surface shall be clean of all dirt before the next course is placed.

Tack Coat Application Rates	
Surface Type	Minimum Application Rate (gal/sq yd)
New Asphalt Pavement	0.05
Existing Asphalt or Concrete Pavement	0.08

**407.4.3 Tack.** The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without tracking of asphalt emulsion. All exposed tack coat shall be covered with bituminous mixture prior to opening to traffic.

**407.5 Method of Measurement.** Measurement of asphalt emulsion to the nearest 10 gallons will be made in accordance with Sec 1015.

**407.6 Basis of Payment.** The accepted quantity of tack coat will be paid for at the contract unit price.

**ATTACHMENT A**

Bid No. SW-14-021AM  
Route: 65  
County: Dallas

**Delete Sec 1015.20.5.1 and substitute the following:**

**1015.20.5.1 Polymer Modified Asphalt Emulsion – Seal Coat.** Bituminous material for polymer modified asphalt shall be in accordance with the following:

<b>Polymer Modified Asphalt Emulsion</b>				
<b>Test <sup>a</sup></b>	<b>CRS-2P</b>		<b>EA-90P</b>	
	<b>Min</b>	<b>Max</b>	<b>Min</b>	<b>Max</b>
Viscosity, SSF @ 50 C	100	400	100	400
Storage Stability Test <sup>b</sup> , 24 hour, percent	----	1	----	1
Classification Test	Pass	----	----	----
Particle Charge Test	Positive	----	----	----
Sieve Test, percent	----	0.3	----	0.3
Demulsibility, 0.02 N CaCl <sub>2</sub> , percent	----	----	30	----
Distillation:				
Oil distillate by volume of emulsion, percent	----	3	----	3
Residue from distillation <sup>c</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/minute, cm	30	----	25	----
Ash <sup>d</sup> , percent	----	1	----	1
Float Test at 60 C, sec	----	----	1200	----
Elastic Recovery <sup>e</sup> , percent	58	----	58	----

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

<sup>b</sup>In addition to AASHTO T 59, upon examination of the test cylinder, and 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>AASHTO T 59 shall be modified to maintain a 399 F ± 10 F maximum temperature for 15 minutes.

<sup>d</sup>Percent ash shall be determined in accordance with AASHTO T 111, *Ash in Bituminous Material*.

<sup>e</sup>Elastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 50 F. Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 50 F for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable 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:

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

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Bid No. SW-14-021AM

Route: 65

County: Dallas

<b>Polymer Modified Asphalt Emulsion</b>		
<b>Test <sup>a</sup></b>	<b>CHFRS-2P</b>	
	<b>Min.</b>	<b>Max.</b>
Viscosity, SFS @ 50 C	100	400
Storage Stability Test, 24 hour, percent	---	1.0
Demulsibility, 35 ml 0.8% dioctyl sodium sulfosuccinate, percent	60	---
Sieve Test, percent	---	0.10
Particle Charge Test	Positive	
Distillation <sup>b</sup>		
Oil Distillate, by volume of emulsion, percent	---	0.5
Residue from distillation, percent	65	---
Tests on Residue from Distillation:		
Polymer content, weight, percent (solids based)	3.0	---
Softening Point, C	54	---
Float test at 60 C, s	1800	---
Penetration, 25 C, 100 g, 5 s	80	130
Viscosity @ 60 C, Poise	1300	---
Solubility in Trichloroethylene, percent	95	---
Elastic Recovery <sup>c</sup> @ 10 C, percent	65	---

<sup>a</sup>All tests shall be performed in accordance with AASHTO T-59 except as noted.

<sup>b</sup>AASHTO T59 shall be modified to maintain a 177 ± 5 C maximum temperature to be held for 20 minutes. Complete the total distillation in 60 ± 5 minutes from the first application of heat.

<sup>c</sup>Elastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 10 C. Prepare the brass plate, mold, and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After the 5 minutes, clip the sample approximately in half by means of scissors or other suitable 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 recovery (X) in cm. Calculate the percent recovery by the following formula:

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

***Amend Sec 1015.20.5.1.1 to include the following:***

**ATTACHMENT A**

Bid No. SW-14-021AM  
Route: 65  
County: Dallas

**1015.20.5.1.1 Polymer Modified Asphalt Emulsion – Tack Coat.** Bituminous material for polymer modified asphalt shall be in accordance with the following:

<b>Slow Setting Polymer Modified Asphalt Emulsion<sup>a</sup></b>					
		SS-1HP		CSS-1HP	
Test on Emulsion	Method	Min	Max	Min	Max
Viscosity, Saybolt Furol @ 25°C (77°F), s	AASHTO T 59	20	100	20	100
Particle Charge Test		Negative		Positive	
Storage Stability Test <sup>b</sup> , 24 hr, percent	AASHTO T 59	--	1	--	1
Sieve Test, percent	AASHTO T 59	--	0.50	--	0.50
Residue by Distillation <sup>c</sup> , percent	AASHTO T 59	57		57	
Oil Distillate by Distillation, percent	AASHTO T 59	--	--	--	--
Test on Residue from Distillation					
Penetration 25°C, 100 g, 5 s	AASHTO T 49	40	90	40	90
Elastic Recovery <sup>d</sup> , 20 cm, 5 cm/min, 60 min, %	AASHTO T 301	30	--	30	--
Solubility in Trichloroethylene <sup>e</sup> , %	AASHTO T 44	97.5	--	97.5	--

<sup>a</sup> The emulsified asphalt shall be in accordance with Section 1015.20.5 of the 2011 Missouri Standard Specifications for Highway Construction, except as indicated above, and shall be modified with a styrene-butadiene diblock or triblock copolymer or a styrene butadiene rubber.

<sup>b</sup> In addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be homogeneous brown color throughout. The storage stability test may be waved provided the asphalt emulsion storage tank at the project site has adequate provisions for circulating the entire contents of the tank, provided satisfactory field results are obtained.

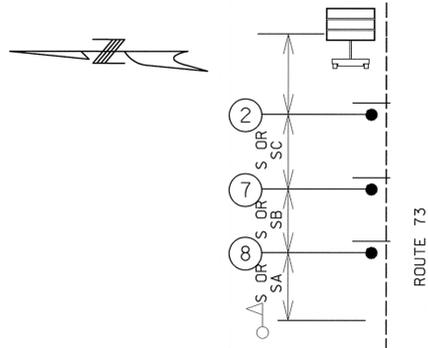
<sup>c</sup> AASHTO T 59 shall be modified to use a lower distillation temperature of 177° C (350° F).

<sup>d</sup> AASHTO T 301 shall be modified to allow the residue to be obtained from distillation as long as the distillation temperature is modified as stated above. The test on residue shall be conducted at a temperature of 10° C (50° F).

<sup>e</sup> In lieu of performing AASHTO T 44, AASHTO T 111, Ash in Bituminous Material, may be performed with a maximum allowable percent ash of 1.0 percent.

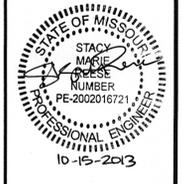


SPEED MPH (P)	TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES					
	MINIMUM TAPER LENGTHS (L) FOR LATERAL SHIFTS (W)			MAXIMUM CHANNELIZER SPACING		BUFFER LENGTH
	10 FT	11 FT	12 FT	THROUGH TAPER	THROUGH WORK AREA	
0-35	205 FT	225 FT	245 FT	35 FT	50 FT	250 FT
40-45	450 FT	495 FT	540 FT	40 FT	100 FT	360 FT
50-55	550 FT	605 FT	660 FT	50 FT	100 FT	495 FT
60-70	700 FT	770 FT	840 FT	60 FT	100 FT	730 FT



**ATTACHMENT B  
ADD ALTERNATE SECTION**

SIGN SPACING FOR ADVANCE SIGN SERIES		
SPEED MPH (P)	SPACING BETWEEN SIGNS AND SPACING BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER, OR SIGNED CONDITION.	
	NON-DIVIDED HIGHWAYS (S)	DIVIDED HIGHWAYS (S)
0-35	200 FT	200 FT
40-45	350 FT	500 FT
50-55	500 FT	1000 FT
60-70	SA-1000 FT, SB-1500 FT, SC-2640 FT	

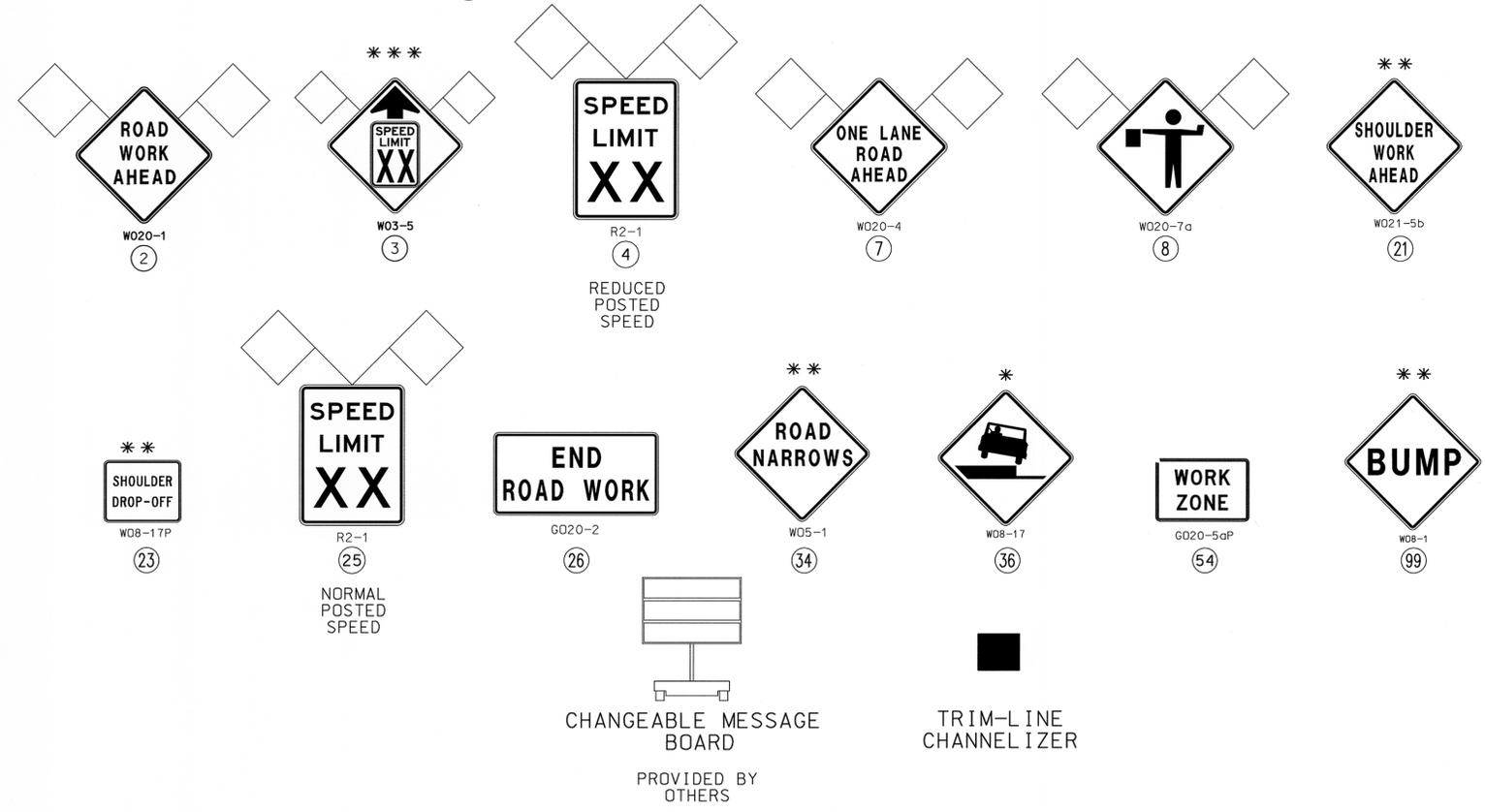
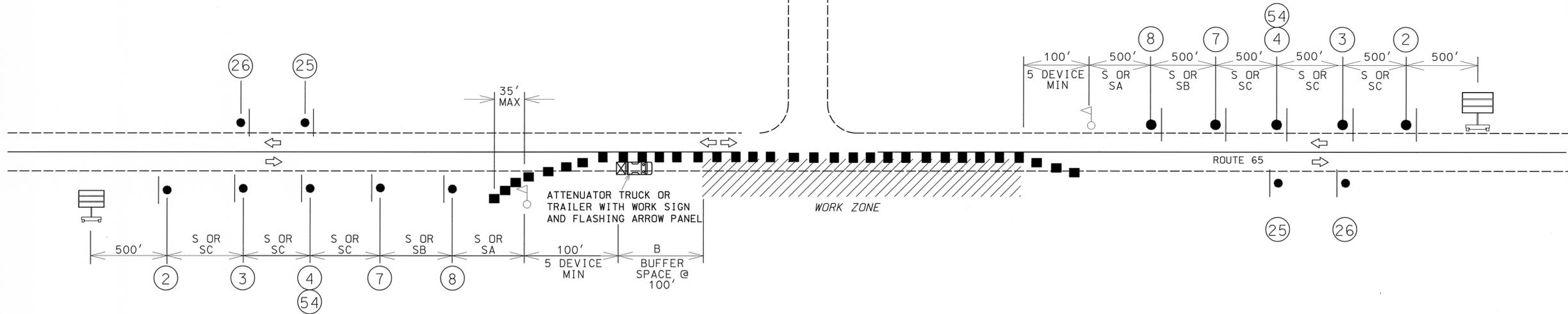


DATE PREPARED  
10/15/2013

ROUTE 65 STATE MO  
DISTRICT SW SHEET NO. 02  
COUNTY DALLAS  
JOB NO.

CONTRACT ID.  
SW-14-021AM  
PROJECT NO.

BRIDGE NO.



- GENERAL NOTES:
1. MAXIMUM SPACING BETWEEN CHANNELIZERS IN A TAPER SHOULD BE APPROX. EQUAL IN FEET TO THE SPEED LIMIT PRIOR TO CONST. IN NO CASE SHALL THE NUMBER OF CHANNELIZERS IN ANY GIVEN TAPER BE BELOW 5.
  2. ALL EXISTING SIGNS THAT CONFLICT WITH THIS PLAN SHALL BE COVERED DURING OPERATION.
  3. ALL STATIONS, SPACING AND DISTANCES OF TRAFFIC CONTROL DEVICES ARE APPROXIMATE, THEY MAY BE REVISED AS APPROVED BY THE ENGINEER TO FIT FIELD CONDITIONS.
  4. SEE STANDARD DRAWING 616.10 FOR ADDITIONAL DETAILS.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING PROPER TRAFFIC CONTROL SCHEMES THROUGHOUT CONSTRUCTION AS DESCRIBED IN THESE PLANS OR AS APPROVED BY THE ENGINEER. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- \* INSTALL (36) SIGN WHEN ANY UNEVEN LANES ARE PRESENT IN PROJECT AREA AS APPROVED BY ENGINEER.
- \*\* INSTALL (99) (21) (23) (34) AS APPROVED BY ENGINEER.
- \*\*\* SIGN (3) IS ONLY USED WHEN SPEED REDUCTION IS 15 MPH OR GREATER BELOW POSTED SPEED LIMIT.

**TRAFFIC CONTROL PLAN**  
NOT TO SCALE  
SHEET 1 OF 1

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL  
JEFFERSON CITY, MO 65102  
1-888-ASK-MODOT (1-888-278-6636)