

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES**

DATE: May 5, 2006

GENERAL SERVICES: Bids on Plant Mix Oil Mat Material - Special

**Buyer: Brenda Tyree
Phone: 573-751-7482**

Sealed bids to supply, mix, haul and dump plant mix oil mat material on roadways or stockpile sites as described on the attached bid sheet(s) will be received by the Missouri Department of Transportation, P.O. Box 270, Jefferson City, Missouri, until **10:00 A.M., CDT, May 19, 2006**, and at that time will be publicly opened and read at 830 MoDOT Drive, Jefferson City, MO 65109.

Bids are to be returned in an envelope plainly marked **BID ON PLANT MIX OIL MAT MATERIAL - SPECIAL.**

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the **U.S. Mail, United Parcel Service, Federal Express**, or any other organization, as its agent for purposes of accepting proposals. Any proposals arriving at the designated office after the deadline specified will not be considered.

Bids on partial groups will not be considered. Awards will be made to the **lowest responsible bidder** for each group provided the prices are acceptable to the Commission. In the event of **tie low bids** the Commission reserves the right to establish the method to be used in determining the award.

The award of this bid is subject to a post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the bid and contract and select a different bidder. The Agreement between MHTC and the bidder shall consist of: the bid documents and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this bid, the returned bid submitted by the bidder 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 bid documents or the bidder's response to the bid.

The quantities listed in the proposal are estimates to be used for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job. **The engineer or his representative will make such changes in the proportions of asphalt and aggregates, as he considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture.** In case of error in the extension of prices in the bid, unit prices will govern.

Each bid must be accompanied by a **proposal guaranty** as set out in the bid.

If vendor is awarded a contract, they will be required to submit a **current certificate of liability insurance within 10 business days of date of award.** Vendors may submit their liability insurance certificate with bid. **(See the Special Terms and Conditions – Insurance.)**

Material shall be delivered as directed by the engineer or his representative.

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the **State of Missouri**.

Any information desired regarding this work, may be obtained from Brenda Tyree, Procurement Agent, General Services, Jefferson City, MO.

Each bidder shall **submit with his bid** a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that such bidder 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 proposal or any contract which may result from its acceptance.

The quantities specified on the bid sheet(s) are estimated and payment will be made on the basis of actual quantities used. All cost of performing the contract is included in the payment made for the actual quantities used.

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, as a guarantee that the bidder, if awarded the contract, will furnish an acceptable (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 percent (100%) of the contract price**. 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.

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.**

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 the parties thereto.

The Missouri Highways and Transportation Commission reserves the right to reject any or all bids and no award is final until formally approved by the Commission.

The bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State. Failure to use the correct firm name on all bid documents will result in delaying the contract award.

MISSOURI DEPARTMENT OF TRANSPORTATION

By 
Brenda Tyree, General Services Procurement Agent

AGGREGATE SPECIFICATIONS – DISTRICT TWO

Graded aggregate for bituminous surface with a maximum limit of 4.5% absorption on stone ledges and gravel sources.

Section 1001.14 Aggregate Quality Control/Quality Assurance. Aggregate produced under an approved MoDOT QC/QA program will be accepted on that basis.

SPEC. 1004.1 - Meeting the following gradation limits:

Grade	Sieve	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
<u>PERCENT PASSING</u>								
A	Crushed Stone	100	95-100	65-95	20-55	2-20		0-5
B	Gravel	100	95-100		40-80	15-50	0-30	0-5
D	Chat	100	95-100	75-100	30-65	15-30	0-20	0-5

Estimated Percent Asphalt is: **5.7%** for all Groups in Districts 2

COMPOSITION OF MIXTURE

Gradation of Aggregate: The total aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the particular type and grade listed above.

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

Total Mineral Aggregate	91%-96.5%
Emulsified Asphalt	3.5%-9.0%

The percent liquid asphalt to be used for each item is listed above. **This is an estimate** and may be adjusted by the engineer or his representative to obtain satisfactory field performance of the mixture. The amount of liquid bituminous material (Pay Item #2) as shown on all groups is an estimate only. The actual amount required may vary for each group depending on the asphalt used in the mix and the gradation and condition of the aggregate. The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer or his representative.

NOTE: The estimated percentage of asphalt is **5.7%**. However, since this percentage may realistically vary in a range from approximately **4.5%** to **6.0%** (more or less), **it is strongly encouraged that bidders submit individual pricing for both the aggregate and asphalt material.** As the quality of aggregate materials and absorption rates vary, this will ensure accurate invoicing based upon the true quantities and costs of aggregate and liquid asphalt used.

STARTING DATE: Receipt of Notice to Proceed

COMPLETION DATE: District 2: Groups 1 – 8

July 10, 2006.

DISTRICT 2

DISTRICT 2 - Group 1

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Howard			943	57	Fayette Lot
Chariton			471	29	Keytesville Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	1,414 Tons	\$ _____
2	Liquid Bituminous Material	86 Tons	\$ _____
TOTAL AMOUNT GROUP 1			\$ _____

DISTRICT 2 - Group 2

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Saline			660	40	Marshall Lot
Saline			943	57	Marshall Jct. Lot
Saline			660	40	Slater Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	2,263 Tons	\$ _____
2	Liquid Bituminous Material	137 Tons	\$ _____
TOTAL AMOUNT GROUP 2			\$ _____

DISTRICT 2

DISTRICT 2 - Group 3

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Livingston			2,357	143	Chillicothe Lot
Grundy			2,357	143	Trenton Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	4,714 Tons	\$ _____
2	Liquid Bituminous Material	286 Tons	\$ _____
TOTAL AMOUNT GROUP 3			\$ _____

DISTRICT 2 - Group 4

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Linn			2,357	143	Brookfield Lot
Linn			754	46	Jct. C&V Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	3,111 Tons	\$ _____
2	Liquid Bituminous Material	189 Tons	\$ _____
TOTAL AMOUNT GROUP 4			\$ _____

DISTRICT 2

DISTRICT 2 - Group 5

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Putnam			1,886	114	Unionville Lot
Putnam			943	57	Hartford Lot
Putnam			943	57	Lucerne Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	3,772 Tons	\$ _____
2	Liquid Bituminous Material	228 Tons	\$ _____
TOTAL AMOUNT GROUP 5			\$ _____

DISTRICT 2 - Group 6

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Mercer			1,886	114	Princeton Lot
Sullivan			943	57	Harris Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	2,829 Tons	\$ _____
2	Liquid Bituminous Material	171 Tons	\$ _____
TOTAL AMOUNT GROUP 6			\$ _____

DISTRICT 2

DISTRICT 2 - Group 7

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Sullivan			1,886	114	Milan Lot
Sullivan			943	57	Green City Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	2,829 Tons	\$ _____
2	Liquid Bituminous Material	171 Tons	\$ _____
TOTAL AMOUNT GROUP 7			\$ _____

DISTRICT 2 - Group 8

<u>COUNTY</u>	<u>RT.</u>	<u>LENGTH</u>	Pay Item #1 Est. Tons <u>AGGREGATE</u>	Pay Item #2 Est. Tons Liquid Bituminous <u>MATERIALS</u>	<u>LOCATION</u>
Adair			1,886	114	Kirksville Lot
Schuyler			1,886	114	Lancaster Lot

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
1	Aggregate	3,772 Tons	\$ _____
2	Liquid Bituminous Material	228 Tons	\$ _____
TOTAL AMOUNT GROUP 8			\$ _____

CONTRACT PROVISIONS

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

a. **Compliance with Regulations:** The contractor shall comply with the **Regulations** relative to nondiscrimination in federally-assisted programs of the Department of Transportation, **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **Regulations**), which are herein incorporated by reference and made a part of this contract.

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

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

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

e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Missouri Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) **withholding of payments to the contractor under the contract until the contractor complies, and/or**
- (2) **cancellation, termination or suspension of the contract, in whole or in part**

f. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. **Unless other specified, insurance limits shall be as follows:** States.

1) **Workmen's Compensation:** Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.

2) **Public Liability** (includes personal injury and property damage):

- a) Not less than **\$400,000** for any one person in a single accident or occurrence.
- b) Not less than **\$1,000,000** for all claims arising out of a single occurrence.

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

PLANT MIX OIL MAT MATERIAL

1.0 DESCRIPTION.

This work shall consist of mixing aggregate and liquid bituminous material in a stationary plant, hauling, and dumping the mixture on the surface of the road or to stockpile sites in accordance with these specifications or as directed by the engineer or his representative. Traffic control for roadway delivery will be provided by the Missouri Department of Transportation.

2.0 MATERIALS.

All materials shall conform to **Missouri Standard Specifications for Highway Construction, 2004 Edition** and any revisions thereto, except as revised herein:

2.1 AGGREGATE. The type and grade of aggregate shall be as specified on page 3 of this document.

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

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

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

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

ALTERNATE A - EA 300 Emulsified Asphalt

ALTERNATE B - CMS-2M Emulsified Asphalt

NOTE: Emulsified asphalt shall be used for all oil mat material that is to be delivered to roadway and stockpile sites, unless the engineer or his representative approves the use of cutback asphalt.

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

2.2.1 Approval of Source. The contractor shall obtain approval of the source of liquid bituminous materials from the engineer or his representative before any shipments to the work are made.

2.2.2 Sampling, testing and acceptance procedures, shall be the responsibility of the supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded, and delivered to the point of acceptance.

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

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

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

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

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

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

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

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

2.2.4 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved. A charge of \$300.00 will be made for each sample tested.

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

2.2.6 Proportioning and blending liquid bituminous material constituents shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer or his representative and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons in either tanks or trucks without the use of automatic proportioning blenders will not be approved.

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

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

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

- (a) A valid certification or seal of approval by the Division of weights and Measures of the Missouri Department of Agriculture.
- (b) A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand populations or more.
- (c) Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The supplier shall furnish the certification of calibration to the engineer or his representative.

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

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

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

3.0 COMPOSITION OF MIXTURE

3.1 Gradation of aggregate. The aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the particular type and grade as described on page 3 within this document.

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

Total Mineral Aggregate	91%-96.5%
Emulsified Asphalt	3.5%-9.0%

3.3 The percent liquid asphalt to be used for each item is described on page 3 within this document. **This is an estimate** and may be adjusted by the engineer or his representative to obtain satisfactory field performance of the mixture.

4.0 MIXING PLANT

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

4.1 Equipment for heating liquid bituminous material shall meet the approval of the engineer or his representative, and shall be capable of heating the material to the required temperature without the introduction of moisture, localized overheating or otherwise changing the characteristics of the material. Plant equipment shall include a thermometer that will indicate the temperature of the liquid bituminous material at the time of mixing (refer to Section 5.3 below for actual temperatures).

5.0 PREPARATION OF MIX

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

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

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

If a Missouri Department of Transportation representative elects to use cutback asphalt, mixing will be permitted when the aggregate is surface dry. Absorption will be based on a representative sample of the crushed material that has been tested in the central laboratory.

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

The temperature of emulsified asphalt at the time of mixing shall be between **100F and 190F**. If Missouri Department of Transportation elects to use cutback asphalt, the temperature at the time of mixing shall be **190F, plus or minus 20F**.

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

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

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

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

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

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

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

5.5 Plant calibration personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Contractor and shall be available at all times. All equipment shall be calibrated by the Contractor in the presence of and subject to the approval of the engineer or his representative.

6.0 DELIVERY.

The starting date is "Notice to Proceed" and the completion date for the delivery of the mixed material shall be as shown on page 3 within this document.

6.1 No deliveries will be permitted to the roadway unless the surface of the road is dry and no mud or other debris is being tracked onto the surface.

6.2 The time allowed after mixing until the material is delivered shall not exceed 96 hours, and can only be waived by the engineer or his representative in the event of excessive rainfall delays during contract deliveries. Waivers to exceed a pile after 96 hours, WILL ONLY be considered in the event the contractor meets requirements in the following Section 6.3.

6.3 All pre-mix material stockpiled at the mixing site, for MoDOT use, shall be protected from rain until it is delivered to the department.

6.4 The material shall be distributed on the roadway at a rate directed by the engineer or his representative (see section 6.5). For **Roadway Groups**, no deliveries will be made on Fridays, Saturdays, Sundays or holidays unless specifically authorized by the engineer or his representative. All other groups may be hauled anytime, except on Saturdays, Sundays or holidays, including holidays being observed during weekdays, unless specifically authorized by the engineer or his representative. The following days shall be construed as **official holidays** in 2006 under the terms of the contract:

January 1 (Observed on Monday, January 2)
Third Monday in January (January 16)

New Year's Day
Martin Luther King's Day

February 12 (Observed on Monday, February 13)	Lincoln's Birthday
Third Monday in February (February 20)	Washington's Birthday
May 8 (Monday)	Truman's Birthday
Last Monday in May (May 29)	Memorial Day
July 4 (Tuesday)	Independence Day
First Monday in September (September 4)	Labor Day
Second Monday in October (October 9)	Columbus Day
November 11 (Observed on Friday, November 10)	Veteran's Day
Fourth Thursday in November (November 23)	Thanksgiving Day
December 25 (Monday)	Christmas Day

6.5 The minimum rate of delivery shall be 750 tons per day for stockpile sites with no maximum rate, and a minimum of 400 tons, but NOT more than a maximum of 750 tons per day for roadway deliveries, unless other suitable arrangements are made by the Missouri Department of Transportation representative. Materials for roadway delivery exceeding the 750 tons per day may be refused, due to traveling public's safety. No deliveries will be made during the period from 30 minutes before sundown to sunrise. The Contractor may determine the sequence of the routes on which delivery is to be made, but hauling over routes on which the mixture has previously been delivered will not be permitted. It will be necessary for the engineer or his representative to be present when the mixture is delivered. **No mixture will be accepted that has been dumped in the absence of the engineer or his representative.**

6.5.1 The Contractor shall furnish the appropriate Maintenance Supervisor or his representative with a planned delivery schedule a minimum of 48 hours before delivery is to begin, unless other suitable arrangements are made by the Missouri Department of Transportation representative. **NOTE:** For **Roadway Groups**, the appropriate Maintenance Supervisor or his representative reserves the right to re-schedule delivery times (per vendor) during the 48 hour notice period, based on MoDOT's forces and equipment being used on other (roadway) premix projects, previously scheduled by other vendors. This is due to the lack of equipment necessary to receive and place material appropriately in a safe manner for the traveling public, for multiple projects. The contractor WILL be given an anticipated schedule time for delivery, based on information available at the time, taking into account weather and other premix projects previously scheduled. Liquidated damages, for the same amount of work-days delayed, will be waived ONLY in the event there are no maintenance lot deliveries available to the vendor in the same area, which the pugmill operation's are setup.

6.5.1.1 Once delivery is started on a day, the work shall be continued on a consistent schedule throughout the day or until the limits set forth in Section 6.5 have been meet. If this schedule cannot be maintained due to plant breakdown, rain at the plant, etc., the contractor shall inform the maintenance supervisor so that Department forces can be reassigned.

6.6 Roadway and Stockpile deliveries made after the completion dates outlined in this bid request will be accepted at the discretion of the engineer or the engineer's representative. After the completion date(s), all undelivered quantities may be cancelled or have liquidated damages assessed at the discretion of the engineer or the engineer's representative.

6.7 Materials may be refused or deliveries delayed at the discretion of the engineer or the engineer's representative based upon unfavorable weather conditions: at the mixing plant, at the MoDOT maintenance lot while receiving the material, or due to weather related safety issues on the roadway while receiving the material. For damage details on weather delays see Section 6.7.1.1. Materials may also be refused based on questionable material handling: at the mixing location and/or receiving location. Materials may be refused based on any unknown material content or from an unknown source.

6.7.1 When materials are refused for cause, the vendor shall be notified by the engineer or the engineer's representative of the reason(s) for refusal.

6.7.1.1 If the vendor is requested to delay deliveries based upon roadway safety concerns or excessive rain delays, liquidated damages may be waived for an amount of time equal to the time of work stoppage. To determine excessive rainfall, local weather records will be obtained.

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

7.0 LIQUIDATED DAMAGES.

7.1 The bidder represents he has a plant available for use in this work **which is capable of producing the type and grade of mixed material specified and guarantees that deliveries will be made at the rates set forth in Section 6.5, and sufficient to complete the work on or before the contract completion date.** and will, if necessary to maintain this delivery rate, immediately install any additional equipment necessary to increase the rate of production or delivery to meet the minimum daily delivery requirements.

7.2 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.

7.2.1 In order to liquidate such damage in advance, it is agreed that the sum of **four-hundred dollars (\$400.00) per day, per group, for each assessable calendar day thereafter** for which delivery has not been completed is reasonable and the best estimate which the parties can arrive at as liquidated damages. It is therefore agreed that said amounts will be withheld from payments due the contractor or otherwise collected from the contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

8.0 MEASUREMENT.

The weight of the mixture will be determined from batch weights when a batch-type plant is used, and will be determined by weighing each truck load in accordance with the requirements of (SEC. 310.5 of Missouri Standard Specifications for Highway Construction 2004 Edition and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.

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

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

9.0 PAYMENT.

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

10.0 GENERAL CONDITIONS.

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

10.1 All vehicles and equipment used in performing the work shall comply with state laws pertaining to the weights, length and height of vehicles operated upon the public highways.

10.2 Since the prices bid herein include the delivery cost of the material, the undersigned agrees to pay all transportation charges on the material to destination.

10.3 The Department reserves the right to make at any time during the progress of the work, without notice to the surety, increases or decreases in quantities up to 25% of the total contract price for each bid group. The bidder, at the unit bid price per ton, will furnish the quantity finally ordered by the Department.

10.4 The Department also reserves the right, at any time after the completion date stated in the contract, to cancel any outstanding tonnage that has not been delivered by the contractor. Liquidated damages will be assessed from the completion date until the date the contract is canceled.

10.5 The department reserves the right to limit the amount of pre-mix material awarded to any contractor who, prior to this request, performed poorly due to, but not limited to, failure to meet minimum daily delivery rates, use of questionable material handling practices, use of unknown material content or sources and/or was assessed liquidated damages for failure to complete delivery of contracted pre-mix material to the department by the requested completion date.

10.6 If the supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows a final judgment to stand against him for a period of ten days, the Missouri Department Of Transportation may give notice in writing by registered mail to the supplier and the surety of such delay, neglect or default.

10.6.1 If within ten (10) days after such notice the supplier does not proceed to remedy to the satisfaction of the Department the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

10.7 It is specifically understood that no portion of the work under contract shall be sublet or otherwise disposed of except with the written consent of the Department's District Engineer or his representative.

10.7.1 Request for permission to sublet or otherwise dispose of any parts of the work shall be in writing to the Department's District Engineer or his representative, and accompanied by data showing that the organization that will perform the work is particularly experienced and equipped for such work.

10.7.1.1 Consent to sublet or otherwise dispose of any portion of the work shall not be construed to relieve the contractor of any responsibility for the production and delivery of the material at the proposed daily rates and the completion of the work within the specified time.

10.7.1.2 All payments for work performed by a subcontractor shall be made to the contractor to whom the contract was awarded.

A bidder may specify the maximum monetary value of awards that he will accept under this proposal by so specifying in the space provided below. **The Commission reserves the right to make awards that will be to the best interest of the State provided they are in conformance with the invitation for bids.**

The maximum monetary value of awards that I will accept under this proposal is \$ _____.

Company _____

By _____

Signature

The bidder understands that this project involves state funds and the bidder awarded the contract will be required to comply with the Executive Order of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, **based on race, color, religion, creed, national origin, sex or age.** The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

TELEPHONE NUMBER

FAX NUMBER

FEDERAL I.D. NUMBER

COMPANY _____

ADDRESS _____

Zip Code

BY _____
Signature

TITLE _____

DATE _____

COMPLETION DATE: District 2: Groups 1 – 8

July 10, 2006.

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

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

By _____
By _____
By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

**PLANT MIX OIL MAT MATERIAL
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

_____ Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **plant mix oil mat material** as set out in the proposal to which this bond is attached.

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

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

(SEAL) Principal _____

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

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

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

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

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

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

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

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

Missouri Highways and Transportation Commission
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STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise

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disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

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

Invoicing and Payment

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

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

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

Cancellation of Contract

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

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

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Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.

b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.

b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:

1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.

2) Public Liability (includes property damage and personal injury):

i. Not less than \$400,000 for any one person in a single accident or occurrence.

ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.

3) Special Hazard Insurance: As required.

4) Builder's Risk: Not less than the full Contract amount.

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

Permits, Licenses and Safety Issues

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

Award

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

Notice to Proceed

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

Legal Weights

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

Temporary Suspension of Work

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

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.