

REQUEST NO.	CD-14-068B
DATE	May 23, 2014
PAGE NO.	1

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

1:00 p.m., Local Time, June 3, 2014

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
Gasconade County, Route P

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

BUYER: Sheldon Redel

BUYER TELEPHONE: 573-751-7708

BUYER EMAIL:

sheldon.redel@modot.mo.gov

SUPPLIES OR SERVICES

Emulsion Binder for Gravel Stockpiles

To establish pricing for "Emulsion Binder for Gravel Stockpiles" with an effective date of Notice to Proceed and ending August 15, 2014 in accordance with the following pages.

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

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

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

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): _____

Federal I.D. No. _____

Type/Print Name _____

Email Address: _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

CD-14-68B
BID FOR SUPPLYING
EMULSION BINDER FOR GRAVEL STOCKPILES

REQUIRED SPECIFICATIONS

1. The contractor shall provide MoDOT with EA-300. The EA-300 shall contain 2.0% by weight of emulsion ArrMaz Ad-here 260L anti-strip.
2. **Material shall meet the requirements of the attached specifications MGS-94-06E.** Asphaltic materials to be used for mixing shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer.
3. Measurement of the Liquid Asphalt and Emulsified Asphalt Materials shall be based on the volume at 60°F. The volume shall be determined from the net weight mass of the material by weighing the truck before and after loading. The net weight mass shall be converted to gallons by using the unit weight mass in pounds per gallon at 60°F designated by the engineer.
4. It is understood and agreed that the **Supplier** shall be responsible for loading the proper type, grade and quality of materials, and for the cleanliness of the tanks other than State-owned, into which it is loaded. All tanks shall be inspected by the **Supplier** prior to loading, and if necessary to avoid contamination, they shall be drained and cleaned. If the wrong grade of material is loaded, or if the load is contaminated because of another product in the lines, pumps or tank at the time of loading, the **Supplier** shall assume responsibility for the cost and disposal of that load, as well as any material in the State-owned tank into which the unsatisfactory material is unloaded. No demurrage will be paid by the State for delays caused by contaminated or otherwise unsatisfactory material.

GENERAL CONDITIONS

1. The Department will only approve a source which has: **(a)** adequate facilities and is operated in such a manner as will insure proper control over the manufacture and blending of the materials; **(b)** the required laboratory equipment and trained personnel at the point of manufacture to make the standard tests required for determination of whether the materials meet the specifications; and **(c)** weighting facilities available which meet the requirements of the attached specifications. Suppliers wishing to know approved sources should contact: **David Ahlvers, State Construction and Materials Engineer, 573-751-7455.**

DELIVERY BY TRANSPORT

1. **Deliver Terms: All prices shall be FOB Destination.**
2. **Delivery Location: Gasconade County, Route P stockpile (Approx. 6 miles east of Route A and approx. 1 mile from Hwy 50)**

3. **Acceptance of Orders:** The LOW BID Suppliers must accept all orders for Asphaltic Material based on the conditions of this RFB unless circumstances beyond their control prohibit the supplier from fulfilling the order. Low bid Suppliers that do not accept properly requested orders will be subject to temporary suspension and/or liquidated damages.
4. **Information Required:** The Supplier shall furnish a delivery receipt with each load showing type and grade of material, the Supplier's name, source of material, destination of material (route and county) consignee, and purchase order number. In addition to the above information, the delivery receipt will also show specified delivery time, arrival time, time unloading started, time unloading was completed, and whether the unloading pump was ordered or used.
5. **Time of Delivery:**
 - i. The department will specify time of delivery to the requested location when the order is placed. Delivery at the time specified is of utmost importance to the State. If the Supplier notifies the State at the time the order is placed that he cannot deliver at the specified time, the State may obtain the material elsewhere.
 - ii. If the “low bid” Supplier **(1)** cancels orders after they have been accepted, **(2)** accepts orders and then fails to deliver when specified, or **(3)** refuses to accept orders, the State will notify the Supplier that no additional orders will be placed until the reason for the canceling of orders or unsatisfactory delivery has been rectified. In addition, **Suppliers failing to satisfactorily meet delivery schedules for material** may be subject to monetary **liquidated damages at the rate of \$50.00** per cancelled or declined truckload.
 - iii. If an order cannot be delivered at the scheduled time due to unforeseen plant or truck breakdown, the Supplier agrees to notify the applicable MoDOT Representative immediately.
6. **Delivery to Pugmills:** The Supplier of material which is to be pumped into State-owned pugmills may expect at least eighteen (18) hours notice prior to the specified hour the material is desired, with the understanding that the order may be cancelled by the State not later than ten (10) hours prior to the specified hour of delivery. **The Supplier must furnish telephone numbers for the purpose of canceling orders 24 hours a day.**
 - a. There is no bulk storage tank on site; therefore, material will be pumped from the Supplier’s tanker directly onto the pugmill during pugging operations. Supplier may choose to leave tanker on site. Demurrage will *not* be paid for unloading time.
 - b. MoDOT anticipates, but does not guarantee, ordering two (2) loads of oil per day.
7. The MINIMUM DELIVERY TEMPERATURE shall be 140° F. If a load arrives at a lower temperature than specified in table (shown below), the State may either reject the load, or accept the load if agreeable to both the State and the driver.

8. **Demurrage:** (The SUPPLIER agrees to notify the applicable OFFICE when a delivery will be delayed.)
 - i. If the Supplier's material does not arrive by the time requested, the state will be compensated at the rate of **\$115 per hour**, computed to the nearest 15 minutes. No demurrage will be charged for loads that do not delay state crews.

INVOICES

1. The Supplier shall agree and understand that all charges/costs associated with a single delivery shall be included on **a single original invoice** for the material delivered. This invoice shall include ***all costs associated*** with the individual delivery, whether performed by the Supplier or any subcontractor. This invoice shall include, but may not be limited to: quantity, type and grade of material, unit price per gallon, purchase order number, destination, consignee, pump fees, stop charges, and demurrage, if any, and all other costs associated with the single, original delivery.

No partial invoices shall be processed for payment by MoDOT. Invoices may be mailed, faxed, or emailed. The timely processing of invoices is critical for MoDOT's inventory and budget control. Therefore, the Supplier should expedite the submission of complete invoices to MoDOT.

SAMPLING, TESTING, AND ACCEPTANCE PROCEDURES

1. **Material Certification:** It shall be the responsibility of the Supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded and delivered to the point of acceptance.
2. **Truck Shipments:** All truck shipments shall be loaded from approved storage tanks, which have been sampled, tested, and certified by the Supplier to the Department.
 - a. If automatic blending equipment is used, blender materials will be approved for use providing the finished product fully complies with the specifications.
 - b. **At least one complete test shall be conducted every two weeks on each grade of material furnished for the Missouri Department of Transportation from the blender.** A certified copy of the test results shall be furnished to the Engineer. After loading, the Supplier shall sample and make identifying tests on a sufficient number of truck shipments of material supplied to insure that proper quality control is being maintained and that all such shipments fully comply with the specification requirements.
 - i. **Identifying tests are:** viscosity for liquid Asphaltic materials; sieve, distillation, penetration and float test for EA-300 emulsified asphalt.
 - ii. **It shall be the Supplier's responsibility** to insure that any material failing to comply with specification requirements will not be used in the work.

- c. **Bill of Lading:** The Supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be available to Department personnel at destination prior to unloading. When delivery is made to storage sites the bill of lading, manifest, or truck ticket is to be deposited in the receptacles provided. A copy is also to be available to the Department's representative at the shipping point. The bill of lading, manifest, or truck ticket shall show the following information regarding the shipment: Type and Grade of material, purchase and confirmation order numbers, consignee, truck number, weights (masses) of truck before and after loading, specific gravity @ **60°F/60°F**, net gallons, destination, date loaded, name and location of the source and a certification statement.

3. **The Certification Statement shall be substantially as follows:**
 - a. "This certifies that the Asphaltic material in this shipment complies with Missouri Department of Transportation specifications for the grade specified and the weights (mass) shown herein were obtained on Missouri Department of Transportation approved scales and are correct within the specified scale requirements."

 - b. The certification statement shall be signed by an authorized representative of the Supplier.

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

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

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

7. **Transport Log:** Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer such information with respect to the previous load.

8. **Intermediate Storage Tanks:** 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.
9. **Proportioning and Blending Asphaltic Material Constituents.** All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the Department and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons without the use of automatic proportioning blenders will not be approved.

COMPLIANCE AND PERFORMANCE OF THE CONTRACT

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:

1. **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.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of **race, color, or national origin** in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **Regulations**, including employment practices when the contract covers a program set forth in **Appendix B of Regulations**.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of **race, color, or national origin**.
4. **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.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provision of **Paragraphs (a) through (e) 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.

PRICING PAGE

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. Sign where indicated below and return with all required solicitation documents.

Prices submitted are to be rounded to one tenth (1/10) cent. Prices expressed in cents per gallon containing more than one significant decimal place will not be considered.

MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein. MoDOT reserves the right to increase or decrease quantities.

The right is reserved by the Missouri Department of Transportation to reject any or all bids and to purchase material from the best and most economical source.

Unit of Measure is in Gallons.

Item	Est. Qty	Description	Unit Price
1	35,500	EA-300 containing 2.0% by weight of emulsion ArrMaz Ad-here 260L anti-strip	\$

Name of Bidder's Firm

Signature of Authorized Representative

Date Signed

ATTACHMENT A
VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM
Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="text-align: center; border: none;"><u>M/WBE Name</u></td> <td style="text-align: center; border: none;"><u>Percentage of Contract</u></td> <td style="text-align: center; border: none;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>	_____	_____	_____	_____	_____	_____
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								
_____	_____	_____								
_____	_____	_____								

Preference Certification
All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
_____	_____
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

ATTACHMENT C

NOTICE TO BIDDERS

"COMMUNITY RIGHT TO KNOW LAW"

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** relating to the communities and employees right to information concerning "**hazardous substances in the workplace**" the Missouri Department Of Transportation is required to furnish "**Material Safety Data Sheets**" to local fire departments and to the Department of Health.

If the product(s) you (**the bidder**) propose to furnish in response to the attached "Request for Bid" contains a "hazardous substance" as defined by **Section 292.600 RSMo.**, please so indicate and, if **YES**, attach a current "**Material Safety Data Sheet**".

Yes _____

No _____

Printed Name _____

Signature _____

Title _____

Company _____

Date _____

Missouri Highways and Transportation Commission
Standard Bid/Proposal 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.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBES. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

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.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC 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.

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

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

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

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

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



LIQUID ASPHALT MGS-94-06E

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

2.0 MATERIALS.

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

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

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

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

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

2.3.3 The percent residue shall be 28.5 minimum.

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

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

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

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

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

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

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

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

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

3.0 Sampling and Testing.

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

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

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

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

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

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

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

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

4.0 Rejection.

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

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

5.1 Scales shall be accurate to within 0.4 percent of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale shall be not greater than 20 pounds. Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

5.2 When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of Portland cement concrete or asphaltic concrete pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the weighing operation. the approach shall be the same width as the platform and of sufficient length to insure the level positioning of vehicles during weight determinations. the weighing shall be performed with all brakes released. When equipment to be weighed is equipped with an air bag suspension unit on any axle, the equipment including semi-trailers or pup trailers shall be weighed on platform scales of sufficient size to weigh all axles of the combination simultaneously.

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

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

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

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

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

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

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

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

TABLE 1 - ANIONIC EMULSIFIED ASPHALT

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

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

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

^c The demulsibility test shall be made within 30 days from date of shipment.

TABLE 2 - CATIONIC EMULSIFIED ASPHALT

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

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

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

^c The demulsibility test shall be made within 30 days from date of shipment.

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

TABLE 3 - POLYMER MODIFIED EMULSIFIED ASPHALT

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

^a All tests are performed in accordance with latest AASHTO T 59 except as noted.

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

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

^d AASHTO T 59 modified to maintain a 205 C ± 5 C maximum temperature for 15 minutes.

^e AASHTO T 111, Ash in Bituminous Materials.

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

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

TABLE 4 - SCRUB SEAL EMULSION

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

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