

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
P.O. BOX 270
JEFFERSON CITY, MO 65102**

REQUEST NO.	2-160205RW1
DATE	January 25, 2016

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

2:00 PM Central Time, February 5, 2016

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

F.O.B. Destinations

Locations as referenced in bid

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Robin Warren Sr. General Services Specialist	BUYER TELEPHONE:	573-526-7929
		BUYER EMAIL:	Robin.Warren@modot.mo.gov

SUPPLIES OR SERVICES

This Request for Bid (RFB) is to establish a contract to furnish **Plant Mix Oil Material** with a contract period from Notice to Proceed through completion dates stated herein.

*****NOTE:** It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

Date: _____	Firm Name: _____
Telephone No.: _____	Address: _____
Fax No.: _____	_____
Email Address: _____	By (Signature): _____
_____	Type/Print Name _____
	Title: _____

Is your firm MBE certified? Yes No

Is your firm WBE certified? Yes No

ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX:

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

Asphalt Cement

ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:

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

Asphalt Production

Asphalt Hauling

Company: _____

Signature: _____

1. Introduction

- 1.1 The Bidder shall provide Plant Mix Oil Material for maintenance purposes to the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as "MoDOT" in accordance with the provisions and requirements stated herein.
- 1.2 Unless otherwise noted, the Bidder shall furnish all material, labor, facilities, equipment and supplies necessary to provide the material required herein
- 1.3 The contract period shall be from Notice to Proceed through the completion dates specified on the Pricing Pages.

2. Quantities

- 2.1 The quantities identified in the Pricing Pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job.
- 2.2 Prior to contract award, MoDOT may increase or decrease quantities by forty percent (40%), or cancel group(s).
- 2.3 The Bidder will make any changes in the proportions of cutback asphalt or emulsified asphalt and aggregates as considered necessary to provide the requirements of this request.
- 2.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.

3. Material

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

- 3.1 **AGGREGATE.** The type and grade of aggregate shall be as specified on each District's Pricing Page.
 - a. **Mining By-Product Aggregates** - Aggregates produced as a by-product from lead or zinc-mining operations may be furnished under the following requirements. No blending or dilution of these aggregates with other material will be allowed in order to comply with these specifications
 - b. The supplier shall separate out all aggregate to be furnished into individual stockpiles not exceeding 5,000 cubic yards each. No material will be accepted that has not been moved at least once to a stockpile area specifically for this purpose. The supplier shall randomly sample each stockpile by combining several small samples from the pile into one sample. The sample shall be tested by an approved laboratory for the total lead content. A minimum of one test shall be performed for each individual stockpile. The total lead content shall be less than 4,500 ppm as determined by EPA Method 3050A, Acid Digestion of Sediments, Sludges, and Soils (particle size reduced to 1 mm or less). For aggregate meeting Sec. 1004 which is encapsulated in asphalt and delivered to MoDOT construction projects or property, there will be no limit on the leachable lead.
 - c. Prior to any approval, shipment or use of this material, the supplier shall furnish the engineer a report of the laboratory test results. The report shall specifically identify the stockpile, estimated quantity, location, date of the sample, date of test and the specific test results for each lead test. Attached to the report shall be a certification from the supplier that the material being furnished does not exceed the lead amounts specified. The supplier shall test as necessary beyond the requirements of this specification to ensure that this specification is met. All costs for setting the material aside for testing and the testing shall be borne by the supplier.
 - d. *Crushed aggregate to be used in the production of the plant mix oil material shall be covered in a manner to keep the aggregate dry from unfavorable weather, and ready for production to meet the delivery completion dates as set forth in the contract.*
- 3.2 **LIQUID BITUMINOUS MATERIAL.** The liquid bituminous material shall meet the specifications contained in **Section 1015 of Missouri Standard Specifications for Highway Construction, 2011 Edition**, for one of the following alternates:

*ALTERNATE A - MC 800 Cutback Asphalt

ALTERNATE B - EA 300 Emulsified Asphalt

ALTERNATE C - CMS-2M Emulsified Asphalt

***NOTE:** Alternate A, MC-800 Cutback Asphalt, shall not be used to produce plant mix oil material delivered to Clay, Jackson, Platte, St. Charles, Franklin, St. Louis, Jefferson, Adair, Carroll, Chariton, Grundy, Howard, Linn, Livingston, Macon, Mercer, Putnam, Randolph, Saline, Schuyler and Sullivan Counties.

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

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 their 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.

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

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

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

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

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

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

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

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

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

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

3.3.6 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed 4

tanks will be subject to delay until it can be sampled, tested and approved. **If excessive sampling is necessary the Missouri Department of Transportation may charge an additional amount to cover our expenses.**

- 3.3.7 Measurement of Liquid Bituminous Materials. Measurement of the Cutback Asphalt and Emulsified Asphalt materials shall be based on the volume at **60F**. The volume shall be determined from the net weight that shall be converted to gallons by using the unit weight in pounds per gallon at **60F** designated by the engineer or their representative.
- 3.3.8 Proportioning and Blending Liquid Bituminous Material Constituents. All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer or their 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.
- 3.3.9 Platform Scales for Weighting Liquid Bituminous Material. Equipment for weighing of liquid bituminous material shall consist of accurate and reliable platform scales approved by the Department. Scales shall be accurate to **within an accuracy of 0.4 percent** of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale **shall not be greater than 20 pounds**. Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

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

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

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

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

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

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

4. Composition of Mixture

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

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

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

4.3 The percent of liquid asphalt to be used for each item is described within this document. **This is an estimate** and may be

adjusted by the engineer or their representative to obtain satisfactory field performance of the mixture.

5. Mixing Plant

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

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

6. Preparation of Mix

Crushed aggregate to be used in the production of the plant mix oil material shall be covered in a manner to keep the aggregate dry from unfavorable weather, and ready for production to meet the delivery completion dates as set forth in the contract.

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

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

<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%

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

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

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

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

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

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

6.4.2 **If by Weight:** Scales for weighing aggregate may be either the beam or spring-less dial-type and shall be of standard make and design having tolerance not exceeding 0.4% of the indicated weight when tested for accuracy. The total weight of the batch shall be within 2.0% of the desired batch weight. When manual batching methods

are used, beam-type scales shall be equipped with a device to indicate that the required load is being approached. Quantity indicators necessary for batching operations shall be in full view of the operator.

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

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

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

- 6.5 Plant Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Bidder and shall be available at all times. All equipment shall be calibrated by the Bidder in the presence of and subject to the approval of the engineer or their representative.

7. Delivery

- 7.1 All plant mix material stockpiled for MoDOT use shall be protected from rain until it is delivered to MoDOT.
- 7.2 The plant mix material shall be delivered within 96 hours of mixing, unless notified by the engineer or their representative, or the roadway or weather conditions prevent delivery.
- 7.3 The engineer or their representative must be present when the plant mix material is delivered. **No material will be accepted that has been dumped in the absence of the engineer or their representative.**
- 7.4 Once delivery is started on a day, it shall be continued on a consistent schedule throughout the day. If this schedule cannot be maintained due to plant breakdown, rain, etc., the Bidder shall inform the engineer or their representative, so that MoDOT forces can be reassigned.
- 7.5 Stockpile Site Delivery
- 7.5.1 All deliveries are to be made during maintenance facilities normal work hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the Bidder or hauler and the appropriate MoDOT district office.
- 7.5.2 The Bidder shall furnish the appropriate engineer or their representative, with 24 hour notice prior to the production of material, and with a planned delivery schedule within a minimum of 48 hours before delivery is to begin, unless other suitable arrangements are made by MoDOT.
- 7.5.3 Stockpile deliveries made after the completion date(s) outlined in this bid will be accepted at the discretion of the engineer or their representative.
- 7.5.4 Ordered quantities not delivered by contract completion date(s) may be subject to cancellation by MoDOT.

8. Liquidated Damages

- 8.1 In the event the successful Bidder fails to deliver the material within the time specified, the Bidder and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$500.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Bidder or otherwise collected from the Bidder as liquidated damages.
- 8.2 Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

9. Measurement

- 9.1 The weight of the mixture will be determined from batch weights when a batch-type plant is used, and will be determined by weighting each truck load in accordance with the requirements of SEC. 310 of Missouri Standard Specifications for

Highway Construction, 2011 edition, and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.

- 9.2 Measurements of liquid bituminous material to the nearest 0.1 ton for the total tonnage used in the accepted work will be determined from the bill of lading, manifest, or truck ticket.
- 9.3 Measurement of the weight of mineral aggregate, to the nearest ton, will be determined by subtracting the weight of the liquid bituminous material from the weight of the mixture of aggregate and liquid bituminous material.

10. Payment

- 10.1 The accepted quantities of plant mix oil material will be paid for at the unit price for each of the pay items included in the contract.
- 10.2 All charges/costs associated with a price adjustment, as permitted in Section 11 and 12, must be included on the original invoice for the material. No separate invoice(s) for a price adjustment shall be accepted or processed for payment.
- 10.3 In the event of a late delivery, price adjustments for asphalt or fuel will not be accepted.

11. Asphalt Cement Price Index Adjustment

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

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

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

$$A = (B \times C) \times (D - E)$$

Where:

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

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

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

12. Price Adjustment for Fuel

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

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

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

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

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

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

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

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

$$\text{Fuel Adjustment} = (\text{Fuel Usage Factor}) \times (\text{Monthly Fuel Index Adjustment Factor}) \\ \times (\text{Units of Work included in the payment estimate})$$

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

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

the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.

PRICING REQUIREMENTS

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

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

All materials shall conform to Missouri Standard Specifications for Highway Construction, 2011 Edition, and any revisions thereto:

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

Northwest District

		Percent Passing							
		Sieve Size							
Grade	Type of Material	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
1	Crushed Stone	...	100	95-100	65-95	20-55	2-20	...	0-5
(1B)	Crushed Stone	100	85-95	55-85	40-65	15-30	0-15	...	0-5
2	Gravel	...	100	95-100	...	40-80	15-50	0-30	0-5
3	Chat	...	100	95-100	...	45-85	30-60	0-30	0-5

Estimated Percent Asphalt is: 6.0% for Groups 1 thru 18 - Northwest District

Northeast District

		Percent Passing							
		Sieve Size							
Grade	Type of Material	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200	
1	Crushed Stone or Porphyry	100	95-100	65-95	20-55	2-20	...	0-5	
2	Gravel	100	95-100	...	40-80	15-50	0-30	0-5	
3	Chat	100	95-100	...	45-85	30-60	0-30	0-5	

Estimated Percent Asphalt is: 5.0% for Groups 19 thru 33 – Northeast District

Kansas City District

		Percent Passing							
		Sieve Size							
Grade	Type of Material	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200	
1	Crushed Stone or Porphyry	100	95-100	65-95	20-55	2-20	...	0-5	

Estimated Percent Asphalt is: 5.8% for Groups 34 thru 44 – Kansas City District

Follow the Gradation for 1/2" (half inch) aggregate for all Kansas City Counties.

STARTING DATES: To be determined by districts' Notice to Proceed or Purchase Orders

COMPLETION DATES: Please note the different dates below for each group(s).

DISTRICT COMPLETION DATES		
DISTRICT	GROUPS	COMPLETION DATES
Northwest	1 thru 9	May 1, 2016
	10 thru 18	May 15, 2016
Northeast	19 thru 24	June 1, 2016
	25 thru 33	June 20, 2016
Kansas City	34 thru 44	May 1, 2016

LIMITS ON ORDERS

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

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

By _____
Signature

Title _____

Date _____

Company
Name _____

Address _____

Phone No. _____

Fax No. _____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Plant Mix Oil Material** listed in the attached Request for Bid for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Plant Mix Oil Material** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor must complete the appropriate sections of this form and submit with their bid.)

ANTI-COLLUSION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

_____ being first duly sworn,

deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

Plant Mix Oil Material

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

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

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Plant Mix Oil Material** as set out in the bid to which this bond is attached.

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

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

(SEAL) _____
Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

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

NORTHWEST DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
1	DAVISS	GALLATIN	1	AGGREGATE	200			1
			2	LIQUID BITUMINOUS MATERIALS	15			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	215			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
2	DEKALB	KING CITY	1	AGGREGATE	300			1
			2	LIQUID BITUMINOUS MATERIALS	20			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	320			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
3	GENTRY	ALBANY	1	AGGREGATE	850			1
			2	LIQUID BITUMINOUS MATERIALS	50			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	900			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
4	GRUNDY	TRENTON	1	AGGREGATE	2726			1
			2	LIQUID BITUMINOUS MATERIALS	174			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	2900			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
5	HARRISON	BETHANY	1	AGGREGATE	2609			1B
			2	LIQUID BITUMINOUS MATERIALS	167			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	2776			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
6	MERCER	PRINCETON	1	AGGREGATE	3666			1
			2	LIQUID BITUMINOUS MATERIALS	234			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	3900			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
7	PUTNAM	UNIONVILLE	1	AGGREGATE	3666			1
			2	LIQUID BITUMINOUS MATERIALS	234			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	3900			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
8	SULLIVAN	MILAN	1	AGGREGATE	3666			1
			2	LIQUID BITUMINOUS MATERIALS	234			
<i>May 1, 2016 Completion Date</i>				Total Tons of Mix:	3900			

NORTHWEST DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
9	WORTH	GRANT CITY	1	AGGREGATE	450			1
			2	LIQUID BITUMINOUS MATERIALS	25			
<i>May 1, 2016 Completion Date</i>					Total Tons of Mix:		475	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
10	ATCHISON	TARKIO	1	AGGREGATE	564			1
			2	LIQUID BITUMINOUS MATERIALS	36			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		600	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
11	CALDWELL	HAMILTON	1	AGGREGATE	470			1
			2	LIQUID BITUMINOUS MATERIALS	30			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		500	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
12	CARROLL	CARROLLTON	1	AGGREGATE	940			1
			2	LIQUID BITUMINOUS MATERIALS	60			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		1000	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
13	CHARITON	KEYTESVILLE	1	AGGREGATE	1128			1
			2	LIQUID BITUMINOUS MATERIALS	72			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		1200	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
14	LINN	BROOKFIELD	1	AGGREGATE	940			1
			2	LIQUID BITUMINOUS MATERIALS	60			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		1000	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
15	HOLT	MOUND CITY	1	AGGREGATE	564			1
			2	LIQUID BITUMINOUS MATERIALS	36			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		600	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
16	LIVINGSTON	CHILLICOTHE	1	AGGREGATE	752			1
			2	LIQUID BITUMINOUS MATERIALS	48			
<i>May 15, 2016 Completion Date</i>					Total Tons of Mix:		800	

NORTHWEST DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
17	NODAWAY	CLEARMONT	1	AGGREGATE	564			1
			2	LIQUID BITUMINOUS MATERIALS	36			
<i>May 15, 2016 Completion Date</i>				Total Tons of Mix:	600			

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL	Grade
18	NODAWAY	MARYVILLE	1	AGGREGATE	564			1
			2	LIQUID BITUMINOUS MATERIALS	36			
<i>May 15, 2016 Completion Date</i>				Total Tons of Mix:	600			

Northwest District

Percent Passing								
		Sieve Size						
Grade	Type of Material	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30
1	Crushed Stone	...	100	95-100	65-95	20-55	2-20	...
(1B)	Crushed Stone	100	85-95	55-85	40-65	15-30	0-15	...

Estimated 6.0% for Groups 1 thru 18 - Northwest District

Grade 1B for Group 5 as indicated on Northwest District Pricing Pages

NORTHEAST DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
19	KNOX	EDINA	1	AGGREGATE	1235		
			2	LIQUID BITUMINOUS MATERIALS	65		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	1300	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
20	LEWIS	CANTON	1	AGGREGATE	1140		
			2	LIQUID BITUMINOUS MATERIALS	60		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	1200	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
21	ADAIR	KIRKSVILLE	1	AGGREGATE	2399		
			2	LIQUID BITUMINOUS MATERIALS	126		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	2525	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
22	SHELBY	SHELBYNA	1	AGGREGATE	2684		
			2	LIQUID BITUMINOUS MATERIALS	141		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	2825	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
23	MONROE	PARIS	1	AGGREGATE	2043		
			2	LIQUID BITUMINOUS MATERIALS	107		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	2150	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
24	PIKE	BOWLING GREEN	1	AGGREGATE	1188		
			2	LIQUID BITUMINOUS MATERIALS	62		
<i>June 1, 2016 Completion Date</i>					Total Tons of Mix:	1250	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
25	MACON	NEW CAMBRIA	1	AGGREGATE	1663		
			2	LIQUID BITUMINOUS MATERIALS	87		
<i>June 20, 2016 Completion Date</i>					Total Tons of Mix:	1750	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
26	MACON	MACON	1	AGGREGATE	2470		
			2	LIQUID BITUMINOUS MATERIALS	130		
<i>June 20, 2016 Completion Date</i>					Total Tons of Mix:	2600	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
27	RANDOLPH	MOBERLY	1	AGGREGATE	1425		
			2	LIQUID BITUMINOUS MATERIALS	75		
<i>June 20, 2016 Completion Date</i>					Total Tons of Mix:	1500	

NORTHEAST DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
28	AUDRAIN	MEXICO	1	AGGREGATE	1710		
			2	LIQUID BITUMINOUS MATERIALS	90		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	1800		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
29	MARION	PALMYRA	1	AGGREGATE	808		
			2	LIQUID BITUMINOUS MATERIALS	42		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	850		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
30	MARION	HANNIBAL	1	AGGREGATE	333		
			2	LIQUID BITUMINOUS MATERIALS	17		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	350		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
31	RALLS	CENTER	1	AGGREGATE	570		
			2	LIQUID BITUMINOUS MATERIALS	30		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	600		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
32	MONTGOMERY	NEW FLORENCE	1	AGGREGATE	475		
			2	LIQUID BITUMINOUS MATERIALS	25		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	500		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
33	MONTGOMERY	BELLFLOWER LOT	1	AGGREGATE	950		
			2	LIQUID BITUMINOUS MATERIALS	50		
<i>June 20, 2016 Completion Date</i>				Total Tons of Mix:	1000		

Northeast District

		Percent Passing						
		Sieve Size						
Grade	Type of Material	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
1	Crushed Stone or Porphyry	100	95-100	65-95	20-55	2-20	...	0-5
2	Gravel	100	95-100	...	40-80	15-50	0-30	0-5
3	Chat	100	95-100	...	45-85	30-60	0-30	0-5

Estimated 5.0% for Groups 19 thru 33 – Northeast District

KANSAS CITY DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
34	CASS	HARRISONVILLE	1	AGGREGATE	314		
			2	LIQUID BITUMINOUS MATERIALS	19		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	333	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
35	JOHNSON	WARRENSBURG	1	AGGREGATE	3002		
			2	LIQUID BITUMINOUS MATERIALS	185		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	3187	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
36	JOHNSON	KNOB NOSTER	1	AGGREGATE	1068		
			2	LIQUID BITUMINOUS MATERIALS	66		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	1134	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
37	LAFAYETTE	ODESSA	1	AGGREGATE	2272		
			2	LIQUID BITUMINOUS MATERIALS	140		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	2412	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
38	LAFAYETTE	CONCORDIA	1	AGGREGATE	2035		
			2	LIQUID BITUMINOUS MATERIALS	125		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	2160	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
39	PETTIS	SEDALIA	1	AGGREGATE	3264		
			2	LIQUID BITUMINOUS MATERIALS	201		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	3465	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
40	SALINE	MARSHALL	1	AGGREGATE	942		
			2	LIQUID BITUMINOUS MATERIALS	58		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	1000	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
41	SALINE	MARSHALL JCT	1	AGGREGATE	565		
			2	LIQUID BITUMINOUS MATERIALS	35		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	600	

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
42	RAY	RICHMOND	1	AGGREGATE	1735		
			2	LIQUID BITUMINOUS MATERIALS	107		
<i>May 1, 2015 Completion Date</i>					Total Tons of Mix:	1842	

KANSAS CITY DISTRICT PRICING PAGES

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
43	PLATTE	PLATTE CITY	1	AGGREGATE	314		
			2	LIQUID BITUMINOUS MATERIALS	19		
<i>May 1, 2015 Completion Date</i>				Total Tons of Mix:	333		

GROUP	COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	TOTAL
44	CLAY	KEARNEY	1	AGGREGATE	314		
			2	LIQUID BITUMINOUS MATERIALS	19		
<i>May 1, 2015 Completion Date</i>				Total Tons of Mix:	333		

Kansas City District

Percent Passing								
		Sieve Size						
Grade	Type of Material	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
1	Crushed Stone or Porphyry	100	95-100	65-95	20-55	2-20	...	0-5

Estimated 5.8% for Groups 34 thru 44 – Kansas City District

Follow the Gradation for 1/2" (half inch) aggregate for all Kansas City Counties.

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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 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.

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

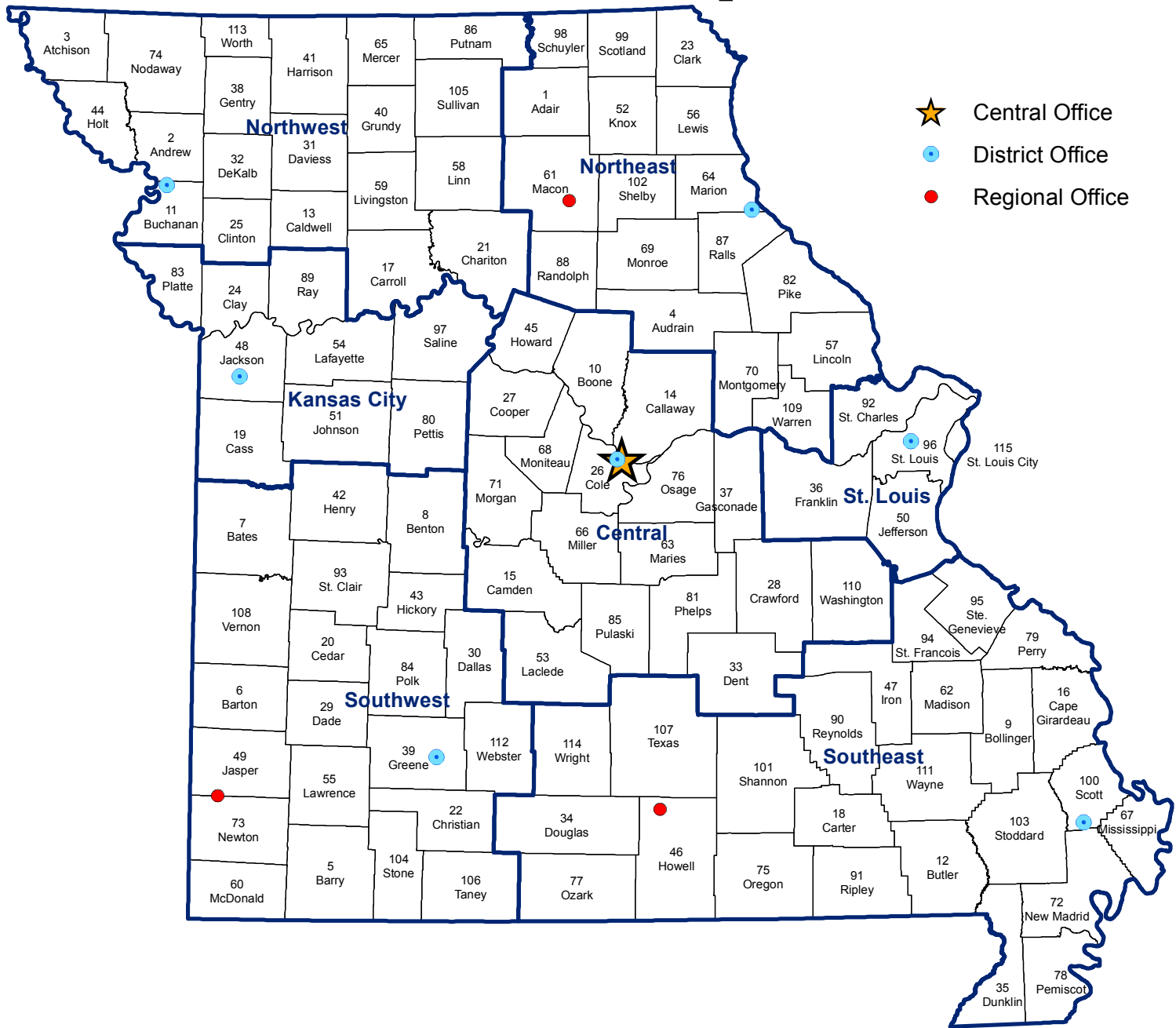
Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as **official holidays** under the terms of the contract:
- | | |
|-----------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |
- d. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- e. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

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

Missouri Department of Transportation District Map



County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	Ste. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW			Schuyler	98	NE				
Cass	19	KC	Greene	39	SW	Livingston	59	NW			Scotland	99	NE				
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW			Scott	100	SE				

