

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES
830 MoDOT DRIVE – P.O. BOX 270
JEFFERSON CITY, MO 65101

REQUEST NO.	2-071101		
DATE	October 18, 2007		
PAGE NO.	1	NO. OF PAGES	46

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

10:00 a.m., CDT, November 1, 2007

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
 Various Statewide Locations

SIGN AND RETURN BEFORE TIME SET FOR OPENING.

BUYER:	Angela Sutton Procurement Agent	BUYER TELEPHONE:	573.526.7929
		BUYER EMAIL:	Angela.Sutton@modot.mo.gov

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders whom can provide **Plant Mix Oil Material**. Sealed bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as described in this bid.

*****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.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Plant Mix Oil Material. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

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.: _____	_____
Federal I.D. No. _____	By (Signature): _____
Email Address: _____	Type/Print Name _____
	Title: _____

RFB CHECKLIST

The following items are very important. Please read carefully and submit the required pages. The pages listed below must be submitted with your bid prior to the RFB deadline, **10:00 AM, CDT, November 1, 2007**.

- Bid form (page 1)
- Additional Vendor Information
- Limits on Orders
- Pricing Pages
- Preference in Purchasing
- Missouri Domestic Products Act
- Cooperative Agreement, if applicable
- Bid Bond Documentation, if applicable
 - *Anti-Collusion Statement
 - *Bid Bond
- Prevailing Wage Documentation, if applicable
- Addendum, if issued

*******IMPORTANT, PLEASE READ THE FOLLOWING!*******

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.

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

ADDITIONAL VENDOR INFORMATION

VENDOR SIGNATURE	Is your firm MBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Is your firm WBE certified? <input type="checkbox"/> Yes <input type="checkbox"/> No

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1. Introduction

- 1.1 This contract is to establish firm-fixed-pricing for Plant Mix Oil Material for maintenance purposes. Seal bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile sites as stated in this bid. This work shall consist of mixing aggregate and liquid bituminous material in a stationary plant, hauling and dumping the mixture on the surface of the road or to stockpile sites in accordance with these specifications or as directed by the engineer.
- 1.2 Traffic control for roadway delivery will be provided by the Missouri Department of Transportation (MoDOT).

2. Term of Contract

- 2.1 The contract period shall be from Notice to Proceed through the completion dates specified by each district. The completion dates are state on Page 13 of this bid.

3. Quantities

- 3.1 The quantities identified in the Pricing Pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job.
- 3.2 MoDOT may increase or decrease quantities by 25 percent. MoDOT will issue purchase orders after the Missouri Highways and Transportation Commission approves the contract.
- 3.3 The engineer or their representative will make such changes in the proportions of cutback asphalt or emulsified asphalt and aggregates as he considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture.

4. Material

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

- 4.1 **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.

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- 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.

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

***ALTERNATE A** - 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 mat material that is to be delivered to stockpile sites unless the use of cutback asphalt is approved by the engineer.

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. 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.

- 4.2.1 **Approval of Source.** The contractor shall obtain approval of the source of liquid bituminous materials from the engineer before any shipments to the work are made.
- 4.2.2 **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.
- 4.2.3 **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

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be used in the work.

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

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

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

- 4.2.3.2 The engineer or his representative will at random observe the loading and weighing of trucks and the sampling, and testing at the source of truck shipments and tanks, and will select representative samples of the material being supplied. These samples will be tested in the field or in the Central Laboratory. When test results of materials or weights certified by the supplier are not representative of the material or quantity being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of correct quantities and of materials meeting specifications.
- 4.2.3.3 Verification of certified weights may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the supplier and have also been approved by the engineer.
- 4.2.3.4 The supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer or his representative. The supplier shall be responsible for keeping all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated valve is used with a pipe or nipple inserted a suitable distance into the tank.
- 4.2.3.5 Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer or his representative such information with respect to the previous load.
- 4.2.4 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved. **If excessive sampling is necessary the Missouri Department of Transportation may charge an additional amount to cover our expenses.**
- 4.2.5 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

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pounds per gallon at **60F** designated by the engineer or his representative.

- 4.2.6 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 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.
- 4.2.7 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 his representative has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

- (a) A valid certification or seal of approval by the Division of weights and Measures of the Missouri Department of Agriculture.
- (b) A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand 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 his representative.

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

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.

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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.

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

The temperature of 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.**

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

- 7.4.1 **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.

- 7.4.2 **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 his representative.

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

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8. Delivery

- 8.1 The starting and completion dates for the delivery of the mixed material shall be as shown on **Page 13** within this document for each group.
- 8.2 All deliveries are to be made during maintenance facilities normal working 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 vendor or hauler and the appropriate MoDOT district office.
- 8.3 No deliveries will be permitted on the roadway unless the surface of the road is dry and no mud or other debris is being tracked onto the surface. All pre-mix material stockpiled for MoDOT use shall be protected from rain until it is delivered to the department.
- 8.4 The time allowed after mixing until the material is delivered shall not exceed 96 hours unless in the judgment of the engineer, the roadway or weather conditions will not permit delivery.
- 8.5 Material shall be distributed on the roadway at a rate directed by the engineer or their representative.
- 8.6 It will be necessary for the engineer or their representative to be present when the mixture is delivered. **No mixture will be accepted that has been dumped in the absence of the engineer or their representative.**
- 8.7 The Contractor shall furnish the appropriate engineer, or their representative, with a planned delivery schedule within a minimum of 48 hours before delivery is to begin, unless other suitable arrangements are made by MoDOT.
- 8.8 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 contractor shall inform the engineer or their representative, so that MoDOT forces can be reassigned.
- 8.9 Roadway and stockpile deliveries made after the completion dates outlined in this bid will be accepted at the discretion of the engineer or their representative.
- 8.10 If the vendor is requested to delay deliveries based upon questionable material handling, and unknown material content or source, liquidated damages will not be waived.
- 8.11 The bidder represents he has a plant available for use in this work, which is capable of producing the type and grade of mixed material specified and guarantees that deliveries will be made at a daily rate sufficient to complete the work on or before the contract completion date, and will, if necessary to maintain this delivery rate, immediately install any additional equipment necessary to increase the rate of production or delivery to meet the minimum daily requirements.

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

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Standard Specifications for Highway Construction, 2004 edition, and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.

- 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.

11. Bid Submission

- 11.1 This Request For Bid seeks bids from qualified organizations to provide Plant Mix Oil Material located throughout the State of Missouri with an effective contract period of Date of Award to the last day of completion, as stated on **Page 13** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed package to Ms. Angela Sutton, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65102, or hand-delivered in a sealed package to the General Services Procurement Office located at 830 MoDOT Drive, Jefferson City, Missouri 65109. All questions regarding the RFB shall be submitted to Ms. Angela Sutton. All bids must be received at the General Services Procurement Office located at 830 MoDOT Drive, no later than **10:00 a.m., CDT, November 1, 2007**.

RFB Coordinator:
Ms. Angela Sutton, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-526-7929
FAX: 573-526-1218

- 11.2 All bids must be received in a sealed package clearly marked "**Plant Mix Oil Material**"
- 11.3 **MHTC reserves the right to reject any and all bids for any reason whatsoever.**
- 11.4 **Bid Guaranty/Contract Bond:**
 - a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue-- Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
 - b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must

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be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
 - d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.
- 11.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.
- 11.6 **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
- 11.7 **Contract Award** – The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on a “Group-By-Group” basis after reviewing all options, and by using the “lowest and best” principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.
- 11.8 **Open Competition/Request for Bid Document**
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from 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.
- 11.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the MoDOT.

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PRICING REQUIREMENTS

The amount of liquid bituminous material (Pay Item #2) as shown on all groups is an estimate only. The actual amount required may vary for each group depending on the 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 his 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, 2004 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:

<u>Grade</u>	<u>Sieve</u>	<u>3/4"</u>	<u>1/2"</u>	<u>3/8"</u>	<u>No. 4</u>	<u>No. 8</u>	<u>No. 30</u>	<u>No. 200</u>
PERCENT PASSING								
1	Crushed Stone	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:

- 6.0% for all Groups in District 1**
- 5.7% for all Groups in District 2**
- 5.8% for all Groups in Districts 3 and 4**
- 6.0% for all Groups in District 5**
- 5.0% for all Groups in District 7**
- 6.0% for Groups 72 - 76 in District 8 (EA300)**
- 4.5% for Groups 77 - 83 in District 8 (Mixed w/ MC250)**

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

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

<u>DISTRICT 1</u>	<u>GROUPS 1, 2, 5-7</u>	<u>June 1, 2008</u>
<u>DISTRICT 1</u>	<u>GROUPS 3 & 4</u>	<u>May 31, 2008</u>
<u>DISTRICT 2</u>	<u>GROUPS 8 - 21</u>	<u>June 1, 2008</u>
<u>DISTRICT 3</u>	<u>GROUPS 22 – 36</u>	<u>May 1, 2008</u>
<u>DISTRICT 3</u>	<u>GROUP 37</u>	<u>June 1, 2008</u>
<u>DISTRICT 3*</u>	<u>GROUPS 38 – 49</u>	<u>September 15, 2008</u>
<u>DISTRICT 4</u>	<u>GROUP 50</u>	<u>April 15, 2008</u>
<u>DISTRICT 4</u>	<u>GROUPS 51 - 57</u>	<u>May 1, 2008</u>
<u>DISTRICT 4</u>	<u>GROUPS 58 - 61</u>	<u>June 1, 2008</u>
<u>DISTRICT 5</u>	<u>GROUPS 62 & 63</u>	<u>June 1, 2008</u>
<u>DISTRICT 7</u>	<u>GROUPS 64 – 71</u>	<u>June 1, 2008</u>
<u>DISTRICT 8</u>	<u>GROUPS 72 - 83</u>	<u>July 1 - July 31, 2008</u>

*District 3, Groups *38 - 49*, Notice to Proceed will not be issued until July 1, 2008.

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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. _____

Federal Identification Number _____

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PRICING PAGE

* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 1

GROUP 1

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
ATCHISON	ROCK PORT	1	AGGREGATE	705		
		2	LIQUID BITUMINOUS MATERIALS	45		
		Total Tons of Mix:		750		
				Total Amount for Group #1		

GROUP 2

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
ATCHISON	TARKIO	1	AGGREGATE	470		
		2	LIQUID BITUMINOUS MATERIALS	30		
		Total Tons of Mix:		500		
				Total Amount for Group #2		

GROUP 3

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
GENTRY	STANBERRY	1	AGGREGATE	1880		
		2	LIQUID BITUMINOUS MATERIALS	120		
		Total Tons of Mix:		2000		
				Total Amount for Group #3		

GROUP 4

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
GENTRY	ALBANY	1	AGGREGATE	2350		
		2	LIQUID BITUMINOUS MATERIALS	150		
		Total Tons of Mix:		2500		
				Total Amount for Group #4		

MISSOURI DEPARTMENT OF TRANSPORTATION
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DISTRICT 1 (continued)

GROUP 5

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
NODAWAY	CLEARMONT	1	AGGREGATE	705		
		2	LIQUID BITUMINOUS MATERIALS	45		
Total Tons of Mix:				750		
				Total Amount for Group #5		

GROUP 6

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HOLT	MOUND CITY	1	AGGREGATE	470		
		2	LIQUID BITUMINOUS MATERIALS	30		
Total Tons of Mix:				500		
				Total Amount for Group #6		

GROUP 7

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
DEKALB	MAYSVILLE	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	60		
Total Tons of Mix:				1060		
				Total Amount for Group #7		

Signature _____

Title _____

MISSOURI DEPARTMENT OF TRANSPORTATION
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PRICING PAGE

* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 2

GROUP 8

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SULLIVAN	GREEN CITY LOT	1	AGGREGATE	943		
		2	LIQUID BITUMINOUS MATERIALS	57		
		Total Tons of Mix:		1000		
				Total Amount for Group #8		

GROUP 9

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SULLIVAN	HARRIS LOT	1	AGGREGATE	943		
		2	LIQUID BITUMINOUS MATERIALS	57		
		Total Tons of Mix:		1000		
				Total Amount for Group #9		

GROUP 10

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SULLIVAN	MILAN LOT	1	AGGREGATE	1414		
		2	LIQUID BITUMINOUS MATERIALS	86		
		Total Tons of Mix:		1500		
				Total Amount for Group #10		

GROUP 11

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MERCER	PRINCETON LOT	1	AGGREGATE	1886		
		2	LIQUID BITUMINOUS MATERIALS	114		
		Total Tons of Mix:		2000		
				Total Amount for Group #11		

MISSOURI DEPARTMENT OF TRANSPORTATION
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DISTRICT 2 (continued)

GROUP 12

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
GRUNDY	TRENTON LOT	1	AGGREGATE	1697		
		2	LIQUID BITUMINOUS MATERIALS	103		
		Total Tons of Mix:		1800		
				Total Amount for Group #12		

GROUP 13

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LINN	BROOKFIELD LOT	1	AGGREGATE	2829		
		2	LIQUID BITUMINOUS MATERIALS	171		
		Total Tons of Mix:		3000		
				Total Amount for Group #13		

GROUP 14

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LINN	JCT. C&V LOT	1	AGGREGATE	943		
		2	LIQUID BITUMINOUS MATERIALS	57		
		Total Tons of Mix:		1000		
				Total Amount for Group #14		

GROUP 15

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LIVINGSTON	CHILLICOTHE LOT	1	AGGREGATE	2829		
		2	LIQUID BITUMINOUS MATERIALS	171		
		Total Tons of Mix:		3000		
				Total Amount for Group #15		

GROUP 16

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CARROLL	BOSWORTH LOT	1	AGGREGATE	471		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:		500		
				Total Amount for Group #16		

MISSOURI DEPARTMENT OF TRANSPORTATION
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DISTRICT 2 (continued)

GROUP 17

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CARROLL	TINA LOT	1	AGGREGATE	471		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:			500	
				Total Amount for Group #17		

GROUP 18

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CHARITON	KEYTESVILLE LOT	1	AGGREGATE	1886		
		2	LIQUID BITUMINOUS MATERIALS	114		
		Total Tons of Mix:			2000	
				Total Amount for Group #18		

GROUP 19

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
ADAIR	KIRKSVILLE LOT	1	AGGREGATE	2263		
		2	LIQUID BITUMINOUS MATERIALS	137		
		Total Tons of Mix:			2400	
				Total Amount for Group #19		

GROUP 20

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SCHUYLER	LANCASTER LOT	1	AGGREGATE	1886		
		2	LIQUID BITUMINOUS MATERIALS	114		
		Total Tons of Mix:			2000	
				Total Amount for Group #20		

GROUP 21

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
PUTNAM	UNIONVILLE LOT	1	AGGREGATE	1886		
		2	LIQUID BITUMINOUS MATERIALS	114		
		Total Tons of Mix:			2000	
				Total Amount for Group #21		

Signature _____

Title _____

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* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 3

GROUP 22

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
BOONE	CENTRALIA	1	AGGREGATE	1250		
		2	LIQUID BITUMINOUS MATERIALS	73		
		Total Tons of Mix:		1323		
				Total Amount for Group #22		

GROUP 23

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MONROE	PARIS	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
		Total Tons of Mix:		1587		
				Total Amount for Group #23		

GROUP 24

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MONROE	MADISON	1	AGGREGATE	2800		
		2	LIQUID BITUMINOUS MATERIALS	162		
		Total Tons of Mix:		2962		
				Total Amount for Group #24		

GROUP 25

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
AUDRAIN	MEXICO	1	AGGREGATE	3000		
		2	LIQUID BITUMINOUS MATERIALS	174		
		Total Tons of Mix:		3174		
				Total Amount for Group #25		

MISSOURI DEPARTMENT OF TRANSPORTATION
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DISTRICT 3 (continued)

GROUP 26

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
AUDRAIN	FARBER	1	AGGREGATE	2000		
		2	LIQUID BITUMINOUS MATERIALS	116		
Total Tons of Mix:				2116		
				Total Amount for Group #26		

GROUP 27

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
RALLS	CENTER	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
Total Tons of Mix:				1058		
				Total Amount for Group #27		

GROUP 28

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
PIKE	FRANKFORD	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
Total Tons of Mix:				1587		
				Total Amount for Group #28		

GROUP 29

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MARION	HANNIBAL	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
Total Tons of Mix:				1058		
				Total Amount for Group #29		

GROUP 30

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MARION	MONROE CITY	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
Total Tons of Mix:				1587		
				Total Amount for Group #30		

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DISTRICT 3 (continued)

GROUP 31

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MARION	PALMYRA	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
		Total Tons of Mix:			1587	
				Total Amount for Group #31		

GROUP 32

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SHELBY	SHELBYNA	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:			529	
				Total Amount for Group #32		

GROUP 33

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SHELBY	SHELBYVILLE	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:			529	
				Total Amount for Group #33		

GROUP 34

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
KNOX	NOVELTY	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:			529	
				Total Amount for Group #34		

GROUP 35

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
KNOX	EDINA	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
		Total Tons of Mix:			529	
				Total Amount for Group #35		

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DISTRICT 3 (continued)

GROUP 36

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SCOTLAND	MEMPHIS - BROCK PLANT	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #36		

GROUP 37

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LEWIS	CANTON	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
		Total Tons of Mix:			1587	
				Total Amount for Group #37		

GROUP 38

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LEWIS	LABELLE	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #38		

GROUP 39

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LEWIS	MONTICELLO	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #39		

GROUP 40

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CLARK	LURAY	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #40		

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DISTRICT 3 (continued)

GROUP 41

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
RALLS	CENTER	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #41		

GROUP 42

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
PIKE	FRANKFORD	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #42		

GROUP 43

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MARION	MONROE CITY	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #43		

GROUP 44

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
MARION	PALMYRA	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
		Total Tons of Mix:			1058	
				Total Amount for Group #44		

GROUP 45

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SHELBY	SHELBYNA	1	AGGREGATE	2000		
		2	LIQUID BITUMINOUS MATERIALS	116		
		Total Tons of Mix:			2116	
				Total Amount for Group #45		

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DISTRICT 3 (continued)

GROUP 46

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SHELBY	SHELBYVILLE	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
		Total Tons of Mix:			1587	
				Total Amount for Group #46		

GROUP 47

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
KNOX	NOVELTY	1	AGGREGATE	1500		
		2	LIQUID BITUMINOUS MATERIALS	87		
		Total Tons of Mix:			1587	
				Total Amount for Group #47		

GROUP 48

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
KNOX	EDINA	1	AGGREGATE	2000		
		2	LIQUID BITUMINOUS MATERIALS	116		
		Total Tons of Mix:			2116	
				Total Amount for Group #48		

GROUP 49

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
SCOTLAND	MEMPHIS	1	AGGREGATE	3500		
		2	LIQUID BITUMINOUS MATERIALS	203		
		Total Tons of Mix:			3703	
				Total Amount for Group #49		

Signature _____

Title _____

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* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 4

GROUP 50

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CASS	HARRISONVILLE	1	AGGREGATE	2500		
		2	LIQUID BITUMINOUS MATERIALS	145		
Total Tons of Mix:				2645		
				Total Amount for Group #50		

GROUP 51

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HENRY	MONTROSE	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #51		

GROUP 52

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HENRY	URICH	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #52		

GROUP 53

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HENRY	WINDSOR	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #53		

GROUP 54

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HENRY	CLINTON	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
Total Tons of Mix:				1058		
				Total Amount for Group #54		

MISSOURI DEPARTMENT OF TRANSPORTATION
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DISTRICT 4 (Continued)

GROUP 55

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
JOHNSON	HOLDEN	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #55		

GROUP 56

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
JOHNSON	KNOB NOSTER	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #56		

GROUP 57

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
JOHNSON	WARRENSBURG	1	AGGREGATE	1000		
		2	LIQUID BITUMINOUS MATERIALS	58		
Total Tons of Mix:				1058		
				Total Amount for Group #57		

GROUP 58

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
RAY	MILLVILLE	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #58		

GROUP 59

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
RAY	MILLVILLE	1	AGGREGATE	500		
		2	LIQUID BITUMINOUS MATERIALS	29		
Total Tons of Mix:				529		
				Total Amount for Group #59		

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DISTRICT 4 (Continued)

GROUP 60

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
RAY	MILLVILLE	1	AGGREGATE	2000		
		2	LIQUID BITUMINOUS MATERIALS	116		
Total Tons of Mix:				2116		
					Total Amount for Group #60	

GROUP 61

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LAFAYETTE	CONCORDIA	1	AGGREGATE	1650		
		2	LIQUID BITUMINOUS MATERIALS	96		
Total Tons of Mix:				1746		
					Total Amount for Group #61	

Signature _____

Title _____

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* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 5

GROUP 62

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
PETTIS	HUGHESVILLE JCT. D & 65	1	AGGREGATE	3000		
		2	LIQUID BITUMINOUS MATERIALS	180		
Total Tons of Mix:				3180		
					Total Amount for Group #62	

GROUP 63

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
BENTON	WARSAW RT. 7 SOUTH AT TURKEY CREEK	1	AGGREGATE	3000		
		2	LIQUID BITUMINOUS MATERIALS	180		
Total Tons of Mix:				3180		
					Total Amount for Group #63	

Signature _____

Title _____

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* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 7

GROUP 64

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
BATES	ADRIAN LOT	1	AGGREGATE	475		
		2	LIQUID BITUMINOUS MATERIALS	25		
Total Tons of Mix:				500		
					Total Amount for Group #64	

GROUP 65

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
BATES	RTE 18 MIXING BOARD - 9 MI. WEST OF RTE 71	1	AGGREGATE	475		
		2	LIQUID BITUMINOUS MATERIALS	25		
Total Tons of Mix:				500		
					Total Amount for Group #65	

GROUP 66

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
BATES	BUTLER LOT	1	AGGREGATE	855		
		2	LIQUID BITUMINOUS MATERIALS	45		
Total Tons of Mix:				900		
					Total Amount for Group #66	

GROUP 67

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
CEDAR	STOCKTON LOT	1	AGGREGATE	760		
		2	LIQUID BITUMINOUS MATERIALS	40		
Total Tons of Mix:				800		
					Total Amount for Group #67	

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DISTRICT 7 (continued)

GROUP 68

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
ST. CLAIR	APPLETON CITY LOT	1	AGGREGATE	950		
		2	LIQUID BITUMINOUS MATERIALS	50		
Total Tons of Mix:				1000		
					Total Amount for Group #68	

GROUP 69

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
ST. CLAIR	OSCEOLA LOT	1	AGGREGATE	855		
		2	LIQUID BITUMINOUS MATERIALS	45		
Total Tons of Mix:				900		
					Total Amount for Group #69	

GROUP 70

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
VERNON	NEVADA LOT	1	AGGREGATE	570		
		2	LIQUID BITUMINOUS MATERIALS	30		
Total Tons of Mix:				600		
					Total Amount for Group #70	

GROUP 71

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
VERNON	RICHARDS LOT	1	AGGREGATE	665		
		2	LIQUID BITUMINOUS MATERIALS	35		
Total Tons of Mix:				700		
					Total Amount for Group #71	

Signature _____

Title _____

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Request No. 2-071101

PRICING PAGE

* The bidder shall provide firm, fixed prices to MHTC in accordance with the terms of this Request for Bid. *

DISTRICT 8 EA 300

GROUP 72

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HICKORY	WHEATLAND	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
		Total Tons of Mix:		1000		
				Total Amount for Group #		

GROUP 73

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
HICKORY	PRESTON	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
		Total Tons of Mix:		1000		
				Total Amount for Group #		

GROUP 74

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
GREENE	WALNUT GROVE	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
		Total Tons of Mix:		1000		
				Total Amount for Group #		

GROUP 75

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
DALLAS	BUFFALO	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
		Total Tons of Mix:		1000		
				Total Amount for Group #		

GROUP 76

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
POLK	HUMANSVILLE	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
		Total Tons of Mix:		1000		
				Total Amount for Group #		

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Request No. 2-071101

DISTRICT 8 (continued) MIXED WITH MC250

GROUP 77

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LACLEDE	CONWAY	1	AGGREGATE	2053		
		2	LIQUID BITUMINOUS MATERIALS	96.75		
Total Tons of Mix:				2149.75		
					Total Amount for Group #	

GROUP 78

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LACLEDE	DOVE	1	AGGREGATE	310.375		
		2	LIQUID BITUMINOUS MATERIALS	14.625		
Total Tons of Mix:				325		
					Total Amount for Group #	

GROUP 79

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LACLEDE	LEBANON	1	AGGREGATE	3557.375		
		2	LIQUID BITUMINOUS MATERIALS	167.625		
Total Tons of Mix:				3725		
					Total Amount for Group #	

GROUP 80

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
LACLEDE	NEBO	1	AGGREGATE	620.75		
		2	LIQUID BITUMINOUS MATERIALS	29.25		
Total Tons of Mix:				650		
					Total Amount for Group #	

GROUP 81

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
WEBSTER	MARSHFIELD	1	AGGREGATE	883.375		
		2	LIQUID BITUMINOUS MATERIALS	41.625		
Total Tons of Mix:				925		
					Total Amount for Group #	

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Request No. 2-071101

DISTRICT 8 (continued) MIXED WITH MC250

GROUP 82

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
DALLAS	BUFFALO	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
Total Tons of Mix:				1000		
					Total Amount for Group #	

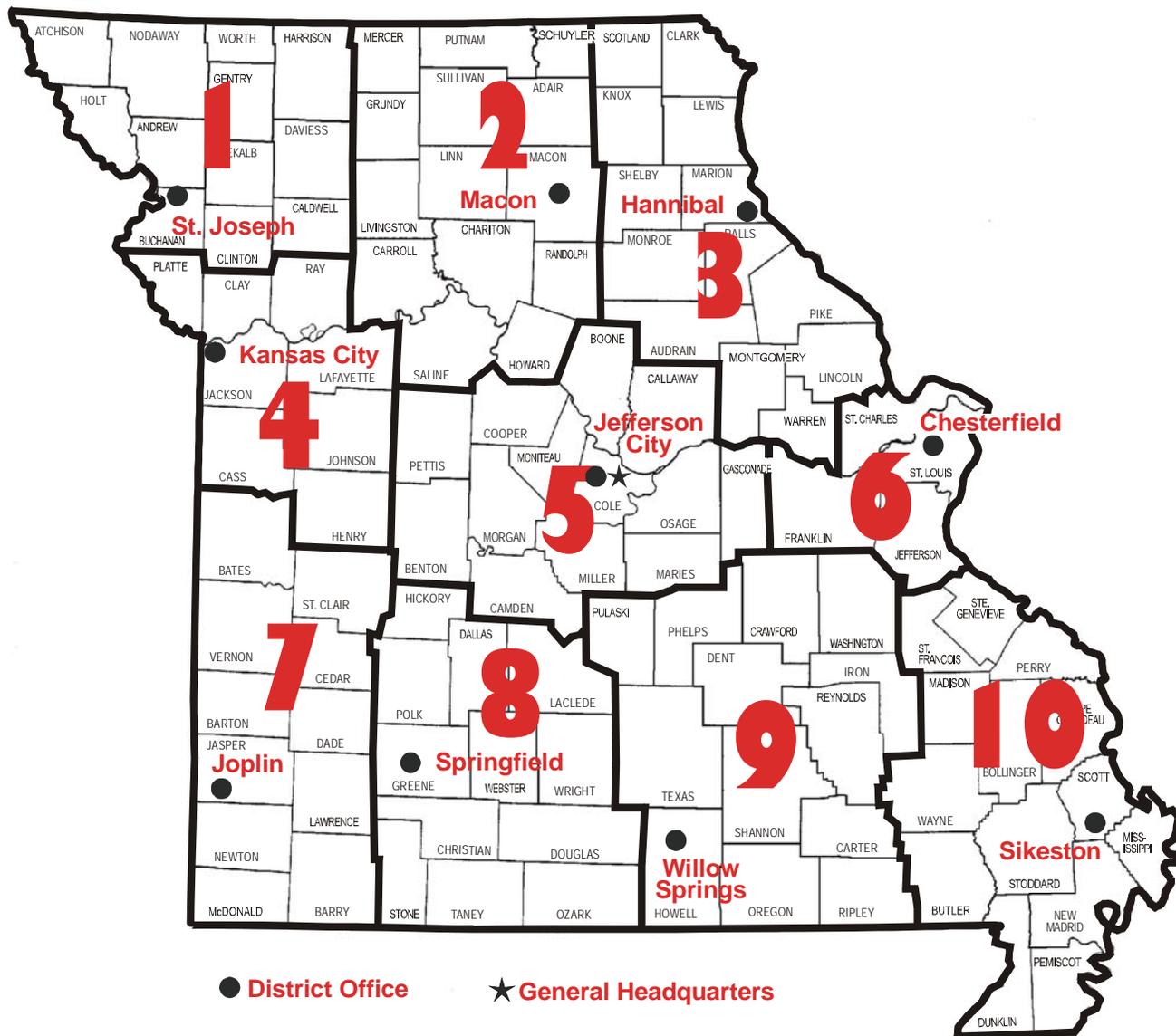
GROUP 83

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	PRICE PER TON	EXTENDED PRICE
POLK	HUMANSVILLE	1	AGGREGATE	940		
		2	LIQUID BITUMINOUS MATERIALS	60		
Total Tons of Mix:				1000		
					Total Amount for Group #	

Signature _____

Title _____

Missouri Department of Transportation District Outline Map



● District Office ★ General Headquarters

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Marion.....	5	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Mercer.....	2	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Miller.....	5	Pulaski.....	9	Stone.....	8
Boone.....	5	Dade.....	7	Jackson.....	4	Mississippi.....	10	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Moniteau.....	5	Ralls.....	3	Taney.....	8
Butler.....	10	Davies.....	1	Jefferson.....	6	Monroe.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dekalb.....	1	Johnson.....	4	Montgomery.....	3	Ray.....	4	Vernon.....	7
Callaway.....	5	Dent.....	9	Knox.....	3	Morgan.....	5	Reynolds.....	9	Warren.....	3
Camden.....	5	Douglas.....	8	Laclede.....	8	New Madrid.....	10	Ripley.....	9	Washington.....	9
Cape Girardeau.....	10	Dunklin.....	10	Lafayette.....	4	Newton.....	7	St. Charles.....	6	Wayne.....	10
Carroll.....	2	Franklin.....	6	Lawrence.....	7	Nodaway.....	1	St. Clair.....	7	Webster.....	8
Carter.....	9	Gasconade.....	5	Lewis.....	3	Oregon.....	9	St. Francois.....	10	Worth.....	1
Cass.....	4	Gentry.....	1	Lincoln.....	3	Osage.....	5	St. Genevieve.....	10	Wright.....	8

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

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

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

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

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

BY (signature required): _____

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

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

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

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

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

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

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

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

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

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

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

(attach an additional sheet if necessary)

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

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

CERTIFICATION

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

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

MISSOURI DEPARTMENT OF TRANSPORTATION
JEFFERSON CITY, MISSOURI
Plant Mix Oil Material

Request No. 2-071101

COOPERATIVE PROCUREMENT

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.)

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 **Corrugated Metal Pipe** 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.

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

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

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

Contract/Purchase Order

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

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

Subcontracting

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

Invoicing and Payment

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

Applicable Laws and Regulations

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

Executive Order

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

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

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

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

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

Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Proposal/Bid Guaranty/Contract Bond

- d. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- e. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. 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.

Permits, Licenses and Safety Issues

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

Award

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

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal

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guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

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

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 48 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 **400 Tons Per Day**, but no more than a maximum of **500 tons Per Day** for roadway deliveries. And a minimum of **500 Tons Per Day** for delivery to a stockpile site, unless other suitable arrangements are made by a MoDOT representative. 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.

Legal Weights

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

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Temporary Suspension of Work

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

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Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) 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 Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

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