



If you have any questions, please contact:

Procurement Entity **State of Missouri**
Buyer **NANCI GRANNEMANN**
Location
Phone
Fax
E-mail **NANCI.GRANNEMANN@MODOT.MO.GOV**



State of Missouri

Missouri Department of Transportation



Responses are preferred to be submitted electronically via MissouriBUYS, powered by MOVERS.

ATTENTION:

1. After reviewing the solicitation, the vendor must complete and return **all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the solicitation's Supplier Response Exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications.
3. The supplier must be registered in MissouriBUYS (Powered by MOVERS) **to be considered for contract award**.

INSTRUCTIONS:

1. From the Table of Contents on the left-hand side of this screen, navigate to the Contract Terms section and click the Download Contract button to review the solicitation terms in its entirety.
2. Navigate to the Lines and Requirements sections to review and download any available attachments.
3. Click Create Response to enter your response.



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1 Overview

1.1 General Information

Title **MoDOT Statewide Annual Plant (Cold) Mix Oil Material - Premix**
Synopsis **This Invitation for Bid seeks bids from qualified suppliers to provide Plant (Cold) Mix Oil Material - Premix in accordance with the provisions and requirements stated herein. The contract period for Plant Mix will be from Notice of Contract Award through the completion date noted on each line item in this IFB. MoDOT will receive bids electronically, via mail, UPS, or FEDEX. It is required you contact the buyer of record via email at Nanci.Grannemann@modot.mo.gov at least five (5) business days before bid closing if you intend to submit a hard copy bid.**

Amendment Date **08/01/2025 2:19 PM**
Amendment Description **Extending closing date to 8/19/25.**

Buyer **NANCI GRANNEMANN** Outcome **Blanket Purchase Agreement**

E-Mail **NANCI.GRANNEMANN@MODOT.MO.GOV**

1.2 Schedule

Close Date **08/19/2025 2:00 PM** Open Date **07/29/2025 8:00 AM**
Time Zone **Central Time**

1.3 Additional Information

Pre-Bid/Pre-Proposal Conference Date and Time **00+00:00**
Pre-Bid/Pre-Proposal Conference Location
Tour Date and Time **00+00:00**
Tour Location
Tour Contact Name
Tour Contact Phone #
Tour Contact Email

1.4 Solicitation Controls

Response Visibility **Sealed**

Lines Settings

Rank Indicator **No indicator displayed**
Ranking Method **Price only**

1.5 Terms

Agreement Start Date Agreement End Date
Agreement Amount Minimum Release
(USD) Amount (USD)
Payment Terms **Net 45** Freight Terms
Shipping Method **FOB**
Solicitation Currency **USD (US Dollar)** Price Precision **2**



1.6 Attachments

File Name or URL	Type	Description
MGS-94-06F.pdf	File	
Specification Tables.pdf	File	
MoDOT Maintenance Facility	File	



2 Requirements

**Response is required*

Cooperative Procurement

The Missouri Department of Transportation (MoDOT) is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment, various materials and supplies that meet the MoDOT specifications. It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for items ordered by these agencies. It is further understood the price is based on meeting the MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor. If the response is "No" to the first question, simply respond "N/A" in any additional required response fields below.

M/WBE Participation

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE.

SDV/E Preference

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. A Service- Disabled Veteran Business (SDVE) is defined as a business whereby not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans.

DocuSign Information

MoDOT utilizes DocuSign as the method to secure electronic signatures for all contract agreements.

2.1 Section 1. Cooperative Procurement

- *1. Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities? If yes, please attach a completed Cooperative Agreement Notice below by clicking the + icon.

Attachments:

File Name or URL	Type	Description
Cooperative Agreement Notice	File	

Select one of the following:-

- a. Yes(*Response attachments are required*)
- b. No

2.2 Section 2. M/WBE Participation

- *1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.



2.3 Section 3. SDV/E Preference

*1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.

2.4 Section 4. DocuSign Information

*1. Provide the name, e-mail address, and cell phone number of the person(s) authorized to sign an agreement resulting from this solicitation.

2.5 Section 5. Required Completed Documents

*1. The following required information should be submitted as an attachment to the submitted bid. The forms, if not attached to this bid, must be provided upon contract award.

- 1. Completed and signed forms:
 - a. Exhibit A - Annual Worker Eligibility Verification Affidavit
 - b. Exhibit B - Affidavit of Lawful Presence for Sole-Proprietorship or Partnership
 - c. Exhibit M - Anti-Discrimination Against Israel Act Certification
 - d. Exhibit N - Domestic Products Procurement Act Preference
- 2. Completed Pricing Page must be attached in response to this bid.
 - a. The bidder is not required to place a bid on all item(s). The bidder may state "no bid" or leave the line item blank for the item(s) they do not want to place a bid on.

Type "completed" in the text box after all attachments have been submitted.

Attachments:

File Name or URL	Type	Description
Exhibit A and B Affidavits.pdf	File	



Exhibit M - Anti-Discriminatio	File	
Exhibit N - Domestic Products	File	
25 - 26 Plant (Cold) Mix Prici	File	

2.6 Section 6. Price Adjustment for Fuel

*1. Do you accept the provision to allow price adjustment for fuel?

Attachments:

File Name or URL	Type	Description
Attachment 1 - Fuel Adjustment	File	

Select all that apply:-

- a. Yes
- b. No

2.7 Section 7. Price Adjustment for Asphalt

*1. Do you accept the provision to allow price adjustments for asphalt?

Attachments:

File Name or URL	Type	Description
Attachment 2 - Price Adjustmen	File	

Select all that apply:-

- a. Yes
- b. No

2.8 Section 8. Limits on Orders

*1. Do you have a limit to the amount of orders accepted for award under this bid?

Select all that apply:-

- a. Yes
- b. No

*2. If the answer to the question above is Yes, indicate the maximum monetary amount of orders that will be accepted. If the answer to the question above is No, input N/A.

*3. Do you have a limit to the number of tons of mix that can be provided by the deadlines stated within this bid?

Select all that apply:-

- a. Yes
- b. No

*4. If the answer to the question above is Yes, indicate the maximum tonnage amount of orders that will be accepted. If



the answer to the question above is No, input N/A.



3 Lines

Instructions Enter \$1.00 on the line item below and complete the attached pricing pages. The pricing pages must be completed and attached under the Requirements section titled "Required Completed Documents".

3.1 Line Information

Line	Estimated Quantity	UOM	Response Price	Line Amount	Response Minimum Release Amount
1-Plant Mix		TON (US) OR STN (UK/US)			

3.2 Line Details

3.2.1 Line 1 Plant Mix

Category Name	30121600 - ASPHALTS	
Item		
Allow Alternate Lines	No	Revision
Target Minimum Release Amount (USD)		
Start Price (USD)		

4 Contract Terms



Contract Terms and Conditions

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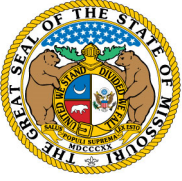
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VENDOR RESPONSIBILITY

The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

The State of Missouri's Privacy Policy can be accessed [here](#).

VENDOR'S INSTRUCTIONS

Submission of Proposals

Vendors should complete and attach all applicable exhibits.

MODOT SECTION NUMBERING

Section Numbering

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

SOLICITATION REQUIREMENTS

Instructions for Submitting a Response

The Missouri Department of Transportation advertises all bid solicitation documents on the MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system. To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Supplier Register" button at the top of the page, and completing the Vendor Registration.

IMPORTANT NOTICE TO ALL VENDORS:

The Missouri Department of Transportation prefers receipt of all bid responses as electronic submissions. Hard copy submissions may be permitted based on the circumstances and content of the relevant solicitation with the approval of the buyer five (5) business days prior to the solicitation close date.

The solicitation as it appears digitally on the MissouriBUYS website is the official document of record. It is incumbent on the Vendor to inspect and ensure any downloaded or printed version of the solicitation contains all information, terms and conditions contained in the solicitation as it appears digitally on the MissouriBUYS website. In the event of any dispute regarding the contents of the solicitation, the solicitation as it appears digitally on the MissouriBUYS website shall take precedence and priority over any other downloaded or printed version of the solicitation.

The vendor is solely responsible for ensuring timely submission of their solicitation response.



Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

1. MoDOT STANDARD SOLICITATION PROVISIONS

1.1. Solicitation Authority

The solicitation for the procurement of services referenced therein, is being issued under, and governed by, the provisions of Title 7 Missouri Department of Transportation, Division 10 Missouri Highways and Transportation Commission, Chapter 11 Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC/Commission), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Offeror's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of proposals and the award of the contract pursuant to this solicitation.

1.2. Bids / Quotes to be Submitted by Officer or Employee

All bids/quotes must be submitted by an authorized representative of the firm. Obligations assumed by such submission must be fulfilled.

1.3. MHTC Rights Reserved

Work is to be performed under the general supervision and direction of MoDOT. If awarded, the Contractor agrees to furnish any and all equipment, supplies and/or services specified in the solicitation, at the prices quoted, pursuant to all requirements and specifications contained herein.

1.4. Personal Privacy Protection Act Notification

MHTC and MoDOT comply with all provisions in the Personal Privacy Protection Act found in section 105.1500, RSMo, and follow practices to keep confidential and sensitive information secure. Bidders acknowledge that submission of information is voluntary and that MHTC is not asking or requiring the submission of "personal information" as defined in the act. By submitting a bid, Bidders and Contractors agree to not to bring a suit against MHTC, or any employees, under section 105.1500, RSMo.

2. MoDOT IFB GENERAL TERMS AND CONDITIONS

2.1. Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms. Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any addendum thereto, the definition or meaning described below shall apply.

1. **Addendum** means a written official modification to an IFB.
2. **Amendment** means a written official modification to a contract.



3. **Attachment** applies to all forms or documents which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
4. **Bid end date** and time and similar expressions mean the exact deadline required by the IFB for the receipt of bids.
5. **Contract** means the resulting agreement that has been executed by the successful bidder and the Commission.
6. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the bid prior to the specified end date and time.
7. **Invitation for Bid (IFB)** means the solicitation document issued to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
8. **May** means a certain feature, component, or action is permissible, but not required.
9. **Must** means a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
10. **Pricing page(s)** applies to the form(s) which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. Pricing page(s) must be completed and submitted by the vendor with the bid response prior to the specified bid end date and time.
11. **Revised Statutes of Missouri (RSMo)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
12. **Shall** has the same meaning as the word must.
13. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2.2. Nondiscrimination

The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.)

1. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with these nondiscrimination provisions of the Contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
 - b. cancellation, termination or suspension of the Contract, in whole or in part.

2.3. Contract/Purchase Order

By submitting a response, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

1. The Contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTCs acceptance of the bid by post-award contract or purchase order.
2. A notice of award does not constitute an authorization for shipment of equipment or supplies or a



directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order

2.4. Applicable Laws and Regulations

The Contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all applicable local, state, and federal laws and regulations related to the performance of the Contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

1. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
2. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services in the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, and a current Certificate of Registration from the Secretary of State of the state of Missouri.

2.5. Open Competition and IFB Document

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the IFB Contact, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid end date.

1. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB end date may not be answered.
2. Vendors are cautioned that the only official position of the MHTC is that which is issued in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
3. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendors e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
4. MoDOT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB



on-line prior to an addendum being issued, should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued, should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

2.6. Preparation of Bids

Vendors must examine the entire IFB carefully. Failure to do so shall be at the vendor's risk.

1. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
2. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
3. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
4. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
5. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
6. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
7. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
8. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

2.7. Submission of Bids

Registered suppliers may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Contact address shown on the



Solicitation General Header Information. Suppliers that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy to the Contact address shown on the Solicitation General Header Information. Delivered bids must be sealed in an envelope or container, and received in the required location no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the suppliers organization, (2) contain all information required by the IFB, and (3) be priced as required. It shall be the responsibility of the vendor to ensure their bid is in the required location no later than the exact end date and time specified in the IFB.

1. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
2. A bid submitted electronically by a registered supplier may be modified on-line prior to the official end date and time. A bid which has been delivered to the MHTC office may be modified by signed, written notice which has been received in the required location prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
3. A bid submitted electronically by a registered supplier may be retracted on-line prior to the official end date and time. A bid which has been delivered to the required location may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received at the required location prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
4. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
5. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the Review and Submit button on the Response Review tab.

Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

2.8. Bid Opening

Bid openings are public on the end date and at the opening time specified on the IFB document. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System. MHTC will not provide prices or other bid information via the telephone.

1. Bids which are not received in the MHTC office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

2.9. Evaluation and Award

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

1. Any pricing information submitted shall be subject to evaluation if deemed to be in the best



- interest of the MHTC.
2. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the MHTC. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the MHTC.
 3. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with all applicable Missouri statutes and Executive Orders.
 4. In the event all vendors fail to meet the same mandatory requirement in an IFB, MHTC reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, MHTC reserves the right to waive any minor irregularity or technicality found in any individual bid.
 5. MHTC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, MHTC may negotiate for the required supplies.
 6. When evaluating a bid, the MHTC reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor references, or from any other source.
 7. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
 8. Any award of a contract shall be made by notification to the successful vendor. MHTC reserves the right to make awards by item, group of items, or an all or none basis unless otherwise identified in the solicitation. The grouping of items awarded shall be determined based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the MHTC.
 9. All bids and associated documentation which were submitted on or before the official end date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
 10. The MHTC posts all bid results on the MissouriBUYs Statewide eProcurement System website for all vendors to view for a reasonable period of time after bid award.
 11. The MHTC reserves the right to request clarification of any portion of the vendor response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 12. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 7 CSR 10-11.020 (10).
 13. The final determination of contract award(s) shall be made by the MHTC.

2.10. 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, shall be incorporated herein by reference and made a part of the Contract.

1. 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 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.

2.11. Preferences

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10- 11.020(9). Contractors should apply the same preferences in selecting subcontractors.

1. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

2.12. Cancellation of Contract

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.

2.13. Bankruptcy or Insolvency

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

2.14. Warranty

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

2.15. Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters. The Contractor shall further understand that the MHTC cannot save and hold harmless or indemnify the Contractor and/or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees performed in connection with the Contract.

2.16. Non-Waiver



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

2.17. Indemnification

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

2.18. Right of Acceptance and/or Rejection

MoDOT reserves the right to reject any responses, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the response, unit prices will govern.

2.19. Inspection and Acceptance

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.

1. 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.
2. 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.
3. 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.

2.20. Invoicing and Payment

The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references 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.

1. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MHTC.
2. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
3. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
4. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.
5. The Contractor shall verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at prior to submitting a response. MHTC



reserves the right to make contract payments to the Contractor through electronic funds transfer.

6. Upon a separate written request submitted along with the Contractor's response, the MHTC may elect to remit payment to the address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

2.21. Conflict of Interest

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo, regarding conflict of interest. Additionally, section 226.090 prohibits any member of the Highways and Transportation Commission, engineer, or other person appointed or employed by the commission from having any direct or indirect pecuniary interest in, or acting as agent for, the sale of road or bridge building material, equipment, tools, machinery, or supplies or in any contract for the construction or maintenance of state highways or bridges, or the financing thereof.

1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.22. Tax Exempt Status

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the Contract.

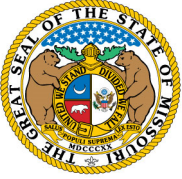
2.23. Anti-Discrimination Against Israel Act Certification

1. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
2. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the Contract, then the contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
3. If during the life of the Contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
4. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000).

2.24. The Domestic Products Procurement Act

This section only applies to commodity purchases greater than \$25,000.00. It does not apply when bidding services.

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any



public agency shall be manufactured or produced in the United States.

Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit N, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

If the lowest priced bidder qualifies as American-made or in the event of all the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

2.25. Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplaces, including but not limited to the Drug-Free Workplace Act of 1988, and shall ensure that all Contractor employees working on State property will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3. MoDOT IFB SPECIAL TERMS AND CONDITIONS

3.1. Prohibition Of Employment Of Unauthorized Aliens

Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business



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

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

3.2. Delivery-Additional Requirements

The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 2 Business Days before starting delivery.

1. Notification should be during normal business hours, at least two (2) business days, before the Contractor desires to initiate delivery.
2. A representative of the Missouri Department of Transportation must be present when items are delivered.
3. No material will be accepted if it has been dumped in the absence of the department representative.
4. Unless otherwise specified, deliveries will be a minimum of 500 Tons Per Day. No deliveries will be made during the period from 30 minutes before sundown to sunrise. No deliveries will be made on Saturdays, Sundays and holidays unless specifically authorized by the department representative.
5. The following days shall be construed as official holidays under the terms of the contract:
 - a. January 1 - New Year's Day
 - b. Third Monday in January - Martin Luther King, Jr.s Birthday
 - c. February 12-Lincoln's Birthday
 - d. Third Monday in February - Washington's Birthday
 - e. May 8 - Truman's Birthday
 - f. Last Monday in May-Memorial Day
 - g. June 19th - JuneTeenth
 - h. July 4 - Independence Day
 - i. First Monday in September - Labor Day
 - j. Second Monday in October-Columbus Day
 - k. November 11 - Veteran's Day
 - l. Fourth Thursday in November - Thanksgiving Day
 - m. December 25 - Christmas Day
6. 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.



7. 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.
8. During construction/maintenance seasons, many maintenance buildings work four day, ten hour shifts and deliveries may not be made on the off days for those buildings.

3.3. Temporary Suspension of Work

Any authorized department representative 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 department representative, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

1. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
2. 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.

3.4. Spill Prevention and Clean Up

The Contractor shall perform all deliveries to facilities in a safe and professional manner. The Contractors equipment shall be in good working order and all personnel shall be trained in safety measures to prevent accidents from occurring. The Contractor must provide systems necessary to prevent spill and overfills from occurring during the product transfer. The Contractor will be responsible for cleaning up any spill in accordance with state and federal environmental regulations. The Contractor must prevent spills from reaching streets, catch basins or other drainage structures during transfers. A Contractors delivery truck operator must be present during delivery and take an active part in the prevention of spills. The delivery truck operator will take immediate actions to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and departure of the delivery truck, the delivery truck operator shall examine the lowermost drain and all outlets for leakage. If necessary, tighten, adjust or replace to prevent product from leaking.

3.5. Liquidated Damages

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 \$250 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.

1. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.



3.6. General Services Specifications (MGS)

1. All materials, equipment, and/or services bid must comply with the 2025 Missouri Standard Specifications For Highway Construction, MGS-94-06F, and any other provisions outlined in the solicitation documents. The material to be supplied shall comply with the quality requirements of the current edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto, unless modified by the line item description. All inspection and sampling procedures shall be those defined in the Missouri Standard Specifications For Highway Construction.
2. Deliveries that do not meet specifications may be accepted at the State Maintenance Director's discretion. The State Maintenance Director or the engineer's representative shall have the final acceptance or rejection authority.
3. Accepted deliveries that do not meet specification shall be invoiced and paid at a ten percent (10%) reduction of the awarded bid price. The ten percent (10%) reduction will only be applied to the out of spec tonnage of the order, and not to whole order.
4. It will be the responsibility of the Contractor to remove all rejected material from state property immediately upon notice the material has been rejected. Any rejected material, deemed to be inappropriate for highway maintenance operations by MoDOT, and not picked up by the bidder within 72 hours after being notified may be disposed of by MoDOT as deemed appropriate.
5. All costs for the disposal of this material will be withheld from payments due to the Contractor of the rejected material.

3.7. Insurance - General Delivery / Drop Off Services

The Contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the MHTC, including its members and department employees, against any such loss, damage and/or expense related to performance under the contract. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the MHTC and the Missouri Department of Transportation are protected as an additional insured.

General and other non-professional liability insurance shall include an endorsement that adds the MHTC and the Missouri Department of Transportation as an additional insured.

In the event any insurance coverage is canceled, MHTC must be notified within forty-five (45) calendar days. The address for Additional Insured status on the certificate of insurance or endorsement shall be: MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102

3.8. Contract Period

The contract period for Plant Mix will be from Notice of Contract Award through the completion date noted on each line item in this IFB.

3.9. Evaluation of Award

1. Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest responsive bid meeting specifications.
2. Objective Evaluation of Cost - The cost evaluation shall be conducted in the following manner:



- a. The firm, fixed unit prices in the line item detail section shall be used in evaluation of this bid.

3.10. Determination of Award

1. Determination of Responsiveness - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award.
2. Determination of Responsibility and Reliability - MoDOT shall determine the responsibility and reliability of the lowest responsive vendor.
 - a. MoDOT reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) failure of the vendor to meet mandatory general performance specifications; and/or (2) failure of the vendor to meet mandatory technical specifications; and/or (3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, the MHTC reserves the right to clarify any and all portions of any vendor's offer.
 - b. If the lowest responsive vendor is determined to not be responsible and reliable, MoDOT shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.
3. Determination of Award – An award will be made to the lowest, responsive, responsible and reliable bidder determined as specified herein.
4. MoDOT reserves the right to reject any or all bids and no award is final until formally approved by MoDOT.

4. MoDOT Scope of Work

4.1. Quantities

1. The quantities identified on the pricing pages are estimates only. The quantities may or may not represent the actual quantities encountered on the job. The contractor may be requested to furnish more or less than the estimated quantities. Prior to contract award, MoDOT may increase or decrease quantities by forty percent (40%), or cancel line items.
2. The amount of liquid bituminous material as shown on all line items is an estimate only. The actual amount required may vary for each line item depending on the type of asphalt used in the mix and the gradation and condition of the aggregate. The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer or their representative.
3. The engineer or their representative will make any changes in the proportions of cutback asphalt and aggregates as he/she considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture. The engineer or their representative can make changes, including cancellation, at any time to any line item.

4.2. Material

All material shall conform to the 2025 Missouri Standard Specifications for Highway Construction. Control of Material for this contract shall conform to Section 106 of Division 100 of the 2025 Missouri Standard Specifications for Highway Construction.



1. AGGREGATE. The type and grade of aggregate shall be as specified on each District's Pricing Page.

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

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

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

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

2. LIQUID BITUMINOUS MATERIAL. The liquid bituminous material shall meet the specifications contained in Section 1015 of the 2025 Missouri Standard Specifications for Highway Construction, for one of the following alternates:

a. ALTERNATE A - MC 800 Cutback Asphalt*

b. ALTERNATE B - EA 300 Emulsified Asphalt

c. ALTERNATE C - CMS-2M Emulsified Asphalt

d. ALTERNATE D - MC 250 Cutback Asphalt (Southwest District Use Only)

*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, and Jefferson Counties.

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

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

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

4. 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.

4.3. Truck Shipments

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

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

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

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

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

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

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

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



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

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

8. Proportioning and Blending Liquid Bituminous Material Constituents. All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer or their representative and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons in either tanks or trucks without the use of automatic proportioning blenders will not be approved.

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

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

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

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

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

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



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

4.4. Composition of Mixture

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

1. The composition of the mixture shall conform to the following limits by weight:
2. Total Mineral Aggregate - 92%-95.5%
 - a. Cutback Asphalt or Emulsified Asphalt - 4.5%-7.0%
3. The percent of liquid asphalt to be used for each item is described within this document. This is an estimate and may be adjusted by the engineer or their representative to obtain satisfactory field performance of the mixture.

4.5. Mixing Plant

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

1. The composition of the mixture shall conform to the following limits by weight:
 - a. Total Mineral Aggregate - 92%-95.5%
 - b. Cutback Asphalt or Emulsified Asphalt - 4.5%-7.0%
2. The percent of liquid asphalt to be used for each item is described within this document. This is an estimate and may be adjusted by the engineer or their representative to obtain satisfactory field performance of the mixture.

4.6. Preparation of Mix

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

1. Mixing Time. The mixing time shall be of sufficient length to produce a homogenous mixture, uniform in color. The mixing time will be determined by the engineer or their representative and shall uniformly coat the aggregate.
2. Drying of Aggregates. Drying of the aggregate by mechanical means or by a rotating fuel oil or gas fired dryer will not be required. When using emulsified asphalt, mixing will be permitted when the total moisture in the aggregate does not exceed the limits set out in the following table:

ABSORPTION ALLOWABLE TOTAL MOISTURE CONTENT (MIXING WITH EMULSIFIED ASPHALTS)



- 0 - 2.1%----- Absorption + 1%
- 2.2% - 2.6% ----- 3.1%
- 2.7% - 3.6%----- Absorption + 0.5%
- 3.7% - 4.0% ----- 4.1%
- 4.1% +----- Absorption + 0%

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

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

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

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

a. 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.

b. 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.

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

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

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

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

5. Plant Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the



accuracy of proportions shall be furnished by the Bidder and shall be available at all times. All equipment shall be calibrated by the Bidder in the presence of and subject to the approval of the engineer or their representative.

4.7. Delivery

1. All plant mix material stockpiled for MoDOT use shall be protected from rain until it is delivered to MoDOT.
2. The plant mix material shall be delivered within 96 hours of mixing, unless notified by the engineer or their representative, or the roadway or weather conditions prevent delivery.
 - a. Southwest District deliveries shall be made after day seven and upon completion of the visual leaching test and visual coating test.
3. The engineer or their representative must be present when the plant mix material is delivered. No material will be accepted that has been dumped in the absence of the engineer or their representative.
4. Once delivery is started on a day, it shall be continued on a consistent schedule throughout the day. If this schedule cannot be maintained due to plant breakdown, rain, etc., the Bidder shall inform the engineer or their representative, so that MoDOT forces can be reassigned.
5. Stockpile Site Delivery
 - a. All deliveries are to be made during maintenance facilities normal work hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the Bidder or hauler and the appropriate MoDOT district office.
 - b. The Bidder shall furnish the appropriate engineer or their representative, with 24 hour notice prior to the production of material, and with a planned delivery schedule within a minimum of 48 hours before delivery is to begin, unless other suitable arrangements are made by MoDOT.
 - c. Stockpile deliveries made after the completion date(s) outlined in this bid will be accepted at the discretion of the engineer or their representative.
 - d. Ordered quantities not delivered by contract completion date(s) may be subject to cancellation by MoDOT.
6. Southeast District Delivery
 - a. MoDOT will not be accepting deliveries in the Southeast District on Fridays or on holidays. MoDOT accepts deliveries in the Southeast District Monday through Thursday from 6:30 am to 4:00 pm.

4.8. Measurement

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 2025 Missouri Standard Specifications for Highway Construction, and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.
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.

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.

4.9. Payment

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.

2. All charges/costs associated with a price adjustment, as permitted in Attachments 1 and 2, must be included on the original invoice for the material. No separate invoice(s) for a price adjustment shall be accepted or processed for payment.

3. In the event of a late delivery, price adjustments for asphalt or fuel will not be accepted.

4. Pricing shall be submitted 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 liquid asphalt used.

4.10. Notes

1. The Bidder must provide price/unit of measure for both aggregate and liquid bituminous material for each line item for the Bidder's bid response to be considered responsive.

2. The Bidder must provide price per ton for liquid bituminous material. Invoices must be submitted with the actual quantity used.

3. NORTHEAST DISTRICT

a. Premix made from aggregate materials sourced from either the New London and/or Bethel quarries will require the moisture content of the aggregate be no more than 2% and the producer must provide premix made with MC250 asphalt oil to ensure coverage of the aggregate.

4. SOUTHWEST DISTRICT

a. MoDOT has experienced cold mix with high levels of chert that creates issues with oil adhering to the aggregate. - Reference Section 403.3.2, Anti-Strip Agent -An anti-strip will be allowed by the engineer to improve resistance to stripping. Anti[1]strip agents and application rates shall be from a list approved in accordance with Sec 1071 (2025 Missouri Standard Specifications for Highway Construction).