

PLANS AND SPECIFICATIONS
FOR
BP2 HOT MIX OVERLAY

PREPARED BY
CITY OF WEST PLAINS, MISSOURI
April 9, 2026

1. Project Description

The project consists of BP2 Hot Mix Overlay as indicated on the attached plans and bid quantities. The City reserves the right to increase or decrease quantities based on unit prices

2. Definitions

- a. Owner: The City of West Plains, Missouri acting through its Mayor and City Council
- b. Contractor: Any person, firm or corporation who shall enter into a contract agreement with the owner for the work covered by this document.
- c. Contracting Officer: The legal representative appointed by the owner to supervise the project and ascertain that all work is performed in accordance with the plans and specifications.

3. Notice to Bidders

- a. Sealed bids covering BP2 Hot Mix Overlay as specified by these documents will be received at the office of the City Clerk in West Plains, Missouri until 11:00 am the 28th day of April 2026.
- b. If any part or parts of the specifications are not clear the bidder shall confer with the contracting officer prior to placing a bid.
- c. The bidder shall examine the site of proposed work before placing a bid.
- d. The bid will be submitted on the attached bid form.
- e. The owner reserves the right to reject any and all bids and to waive any informality in any bid.
- f. The bid will include a completed Request for Taxpayer Identification Number and Certification.
- g. A bid bond in the amount of 5% of the bid, shall be included, either certified check, cashier's check or bond, when the bid is submitted. The successful bidder shall present a payment and performance bond for 100% of the amount of the bid when the contract is signed.

The bid bonds will be returned to the unsuccessful bidder according to latest version of the Missouri Standard Specification for Highway Construction. Bidder shall furnish an affidavit and documentation affirming their company is enrolled in and participates in E-verify/Basic Pilot and an affidavit stating the business does not knowingly employ illegal aliens. Bidder shall furnish this documentation along with a completed W-9 form when submitting bid.

- h. No bidder may withdraw his bid within Thirty (30) consecutive calendar days after the actual date of the opening thereof.

The successful bidder shall pay prevailing wages as determined by the Division of Labor Standards. Section 290.262 RSMo 2000 Wage Order No. 32 (Heavy Construction) unless Section 290.262 RSMo 2000 Wage Order No. 33 (Heavy Construction) becomes final, at which time The successful bidder shall pay prevailing wages as determined by the Division of Labor Standards. Section 290.262 RSMo 2000 Wage Order No. 32 (Heavy Construction).

The successful bidder shall forfeit as a penalty to the state, city and county, town district, or other political subdivision on whose behalf the contract is made or awarded, ten dollars for each worker employed, for each calendar day, or portion thereof such worker is paid

less than the said stipulated rates for any work done under said contract, by the contractor or by any subcontractor under them.

The successful bidder shall include in his payment performance bond such provisions as will guarantee the faithful performance of the prevailing hourly wages clause as provided by contract, Section 290.262 RSMo 2000 Wage Order No. 31 (Heavy Construction).

4. Agreement

THIS AGREEMENT made and entered into as of the _____ day of _____, 2026, by between _____ hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

Article 1. Scope of Work.

The Contractor shall furnish all of the tools, materials, and equipment and perform all of the work described in the specifications, and other contract documents prepared by the owner, and the Contractor shall do everything required by this Agreement and the contract documents.

Article 2. Commencement and Completion of Work

The Contractor shall furnish performance and payment bonds within 15 days of Notice of Award. The Contractor can now commence work under this contract and shall complete all work hereunder by October 31st, 2026 unless mutually agreed on scope and time extension. Upon the written application of the Contractor, the Contracting Officer may, for reasons, which in his opinion are beyond the Contractor's control, consent, in writing, to an extension of said period. If the contractor fails to complete the work within fixed or so extended time, the Contractor shall pay, or the Owner may deduct from any sums due or to become due the Contractor, the sum of five hundred dollars (\$500.00) as liquidated damages for each calendar day during the additional period required to complete the work.

The Owner shall pay the Contractor for the Performance of the Contract, with current funds in accordance with the accepted bid and the other Contract Documents.

Contact Documents shall consist of the following component parts:

1. Project Description
2. Definitions
3. Notice to Bidders
4. Agreement
5. General Conditions of the Contract
6. Specifications
7. The Agreement Form
8. The Accepted Bid
9. Bid Form
10. Schedule of Prices
11. 2026 List of Projects
12. Missouri Standard Specifications for Highway Construction 2025 (Not attached)

5. General Conditions of the Contract

- a. Contract Documents. The contract includes the Project Description; Definitions; Notice to Bidders; The Agreement; General Conditions of the Contract; The Specifications; The Agreement Form; The Accepted Bid; Bid Form; The Schedule of Prices, and the current Missouri Standard Specifications for Highway Construction.
- b. The materials furnished and installed by the Contractor shall comply with applicable specifications.
- c. The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2025," and Missouri Standard Plans for Highway Construction, 2025", their revisions, and request for bid, including appendices, the special provisions, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. Except recycled material will not be allowed, and marshall mix design will be required.
- d. The Contractor will adequately protect the work adjacent property and the public and shall be responsible for all damage or injury due to his own act or neglect. Contractor shall be confined to all easements, rights-of-way, and property owned by the City of West Plains.
- e. The Contractor shall permit at all times inspection of the work by the Owner or his agents.
- f. The Contractor shall place temporary reflective marking on street once paving is completed if marking was there before.
- g. The Owner may order changes in the work, the contract sum being adjusted accordingly. All orders and adjustments in pay shall be in writing before the execution of the work involved.
- h. Any work done that is found not in compliance with the specifications, or any faulty workmanship or materials placed by the Contractors shall, upon written notice by the Owner be promptly removed and replaced with correct materials and workmanship by the Contractor and at the sole expense of the Contractor.
- i. Should the Contractor neglect to prosecute the work properly or fail to perform any provision of the contract the Owner may, after ten days written notice to the contractor, terminate the contract and take possession of all materials, tools and appliances, and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work such excess shall be paid to the Contractor, but if such expense exceeds said unpaid balance, the Contractor shall pay the difference to the Owner.
- j. The contract may not be assigned in whole or in part except by written consent of the Owner.
- k. Payments otherwise due may be withheld on account of defective work not remedied, damage by the Contractor to others not adjusted, or failure of the Contractor to make payments due to others for materials and labor used in this project.
- l. Contractors are required to submit an itemized invoice inclusive of tons of asphalt, milling cost or any other service provided per street or location. Payments otherwise due may be withheld until all itemized invoices are received.

- m. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contactor's execution of the work, whether such execution be by the Contractor or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- i. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;
 - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - iv. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person and;
 - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance and endorsement acceptable to the Owner shall be filed with the Owner prior to commencement of the work. **Owner shall be listed as additional insured on certificate of Insurance as well as Endorsement showing owner is additional insured.** These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner. Minimum requirements are as follows:

General Aggregate	\$2,000,000.00
Products-Comp/Op Agg	\$2,000,000.00
Personal \$ Adv Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Med Exp (any 1 person)	\$10,000.00

- n. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the CITY, its elected officials, officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses and expenses including but not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrong doing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrong doing of the CITY or any of its agents or employees.

- o. Pay request shall be due to the owner after the third Monday of each month for work completed and accepted by the owner. The amount to be paid shall be determined as follows: The contractor shall submit to the contracting officer a bill showing completed quantities. Quantities will be field verified and if found accurate the bill will be submitted for payment.
 - p. Final payment shall not be due until payroll forms and affidavit of compliance with prevailing wage law has been provided
 - q. The contractor shall pay all required royalty and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the owner harmless from any loss on account thereof.
 - r. Contracting Officer's Status: The contracting officer shall have general supervision of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have the authority to reject any materials and work, which arise in the execution of the work, or interpretation of the specifications. All such decisions of the contracting officer shall be final.
 - s. Upon completion of the work, the contractor shall remove all trash and debris resulting from his work and shall leave the premises clean.
 - t. In all cases where the Contractor will propose "or approved equal" items sufficient information for determining the acceptance of substitutes along with an itemized estimate of all cost that will result wither directly or indirectly from acceptance of such substitutes, will be submitted.
 - u. Contractor shall be responsible for following all OSHA, BOCA, and City of West Plains Safety Requirements.
 - v. Bidders are informed that the Project is subject to the requirements of Section 292.675 RSMo., which requires all contractors and subcontractors doing work on the Projects to provide, and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration or a similar program approved by the Missouri department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program.
 - w. A work schedule shall be mutually agreed upon by the City and the Contractor before work is to begin.
 - x. The contractor will be required to obtain a City of West Plains Business License. The fee for a business license is \$30.00 per year.
6. Specifications
- a. The following specifications supplement the latest version of the Missouri Standard Specifications for Highway construction which govern the construction of Hot Mix Overlay in the City of West Plains, Howell County, and in the case of conflict with any part or parts of said specifications, all references in the Standard Specifications to the Commission, Engineer and State shall be modified to the City except when referring to the specifications. The general conditions and following specifications shall govern.
 - b. Particular attention will be made to sections 403.3.1 Gradation of Combined Aggregates, 403.10.1 Weather Limitations, 403.13 Spreading, 403.16 Joints, 403.15 Compaction and 401.13 Surface Tolerances, 105.12.5 Hauling Specification of the Missouri Standard Specifications for Highway Construction.
 - c. The Hot Mix Overlay improvements to be built under the specifications are to be built in various locations in the City of west Plains, MO., at the locations designated by the contracting officer.

- d. All work designated by plans and specifications will be performed by the contractor
- e. Access to Site: The contractor shall have free access to the work site at all times for his men, materials and equipment.
- f. The contractor shall guarantee and maintain all work performed under this contract for a period of one year after the date of final payment.
- g. All traffic control shall be supplied by the contractor and placed per location as approved by the City. A minimum of one lane of traffic shall be kept at all times.
- h. Specifically, production, laying, hauling and compaction of bituminous mixtures shall comply with the applicable referenced specifications for the various bituminous mixes.
- i. Contractor shall supply all “virgin” materials, no recycled material allowed.

7. The Agreement Form

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed the Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, AND CONTRACTING OFFICER. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2026 (which is the effective Date of the Agreement).

OWNER_____

CONTRACTOR_____

By:_____

By:_____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Agent for service of process _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

8. The Accepted Bid

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in original counterparts as of the day and year first above written.

Contractor

By _____

Date _____

City of West Plains, Missouri

By _____

Title

SEAL

ATTEST:

9. Bid Form

The undersigned Contractor hereby proposes to place BP2 Hot Mix Overlay on City streets as described by the accompanying plans and specifications.

It is understood that the contract award will be made on the basis of the LOWEST & BEST bid.

The undersigned bidder in submitting this proposal guarantees that all work will be performed as specified.

OFFICAL ADDRESS:

FIRM NAME:

BY _____

TITLE _____

(If Corporation, corporate affidavits will replace above.)

Project 2026	Project Limits	Length Feet	Width Feet	Sq. Yards	Tonage	Description of Work	
Thornburg	Intersection of Thornburg and Lincoln Ave	50	35	195	16	1 ½" Asphalt Overlay	Mill
Mitchell Rd.	Worley Dr. to Bruce Smith Pkwy	1625	23	4153	342	1 ½" Asphalt Overlay	Mill

SCHEDULE OF PRICES

Bid prices shall be written in legibly. Bidder further assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or other necessary to provide a complete and functional structure.

The OWNER reserves the rights to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

Item No.	No. of Units	Item Description	Unit Price
1	Approx. _____ Tons	401-BP-2 Hot mix overlay Asphalt binder PG64-22 Complete and in place. Place temporary reflective marking on street after paving, if markings were there before	\$ _____
2	Approx. _____ sq yd	Asphalt Milling Modified cold milling/full road width	\$ _____

Additional Items. The following items may or may not be used for projects during this contract period. Quantities are unknown at this time.

3	Asphalt Milling Modified cold milling/transition	\$ _____
4	304 - 2-1/2" Aggregate Base Complete and in place.	\$ _____
5	304 - 1" Aggregate Base Complete and in place.	\$ _____
6	401 - BP-2 at plant City will pick up.	\$ _____
7	Asphalt Milling 0 to 3" for removal of surface.	\$ _____

Asphalt Cement Price Index

Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22 or PG70-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor prior to City of West Plains, Missouri bid opening, shall apply to payment estimates for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the contractor for all asphalt items that are set up by the wet ton mix. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 1000 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec. 301, Sec 401.4 and Sec 403.4, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22 or PG70-22.

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

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

Where: A = Adjustment for mix placed during monthly average index period.

B = Tons of Mix Placed during the monthly average index period.

C = % of virgin asphalt binder as listed in the job mix formula in use.

D = monthly average price at time mix placement

E = monthly average price at time of bid.

T = 1.04225 to account for Missouri State use tax.

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be wither the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

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

If you wish to accept this provision, please sign below indicating such.

By: _____ Title: _____