Title of Bid: 20-092 Parks Asphalt Maintenance & Sealing  

Bid #: 20-092  

Dept.: Parks and Recreation  
Contact Person: Dennis Green  
Ext.: 7632  

Description (product/service, justification and use):  
The St. Charles County Parks and Recreation Department is seeking approval to select Leritz Contracting, Inc. to complete asphalt repairs, crack seal, seal coating and paint striping to be done at Quail Ridge Park and new asphalt installation and overlay repairs at Broemmelsiek and Klondike Parks. This project will help to protect park infrastructure from normal deterioration and extend the lifetime of the asphalt surfaces as well as improve areas with poor water drainage. New asphalt will replace popular gravel parking areas near Betty’s Lake at Broemmelsiek Park, allowing for less maintenance and improved safety and longevity.

Leritz Contracting references checked out and had good things to say about their work performed. They plan to sub out the crack seal and seal coat portion of this project to PLM out of Lake Saint Louis. Matt Boss is in charge of PLM crack seal and seal coat division and he has been in charge of previous projects for our parks while he worked for Emeler Construction. So I do not anticipate any issues with their sub contractor. I am hopeful that with Leritz Contracting using a sub to perform portions of the project, this will ensure a faster completion date. They were the lowest bidder after Byrne & Jones rescinded their bid.

This Request for Approval will allow the contractor, Leritz Contracting, Inc., to proceed with the installation and repairs of the asphalt surfaces.

The funds for this project was approved as part of the Parks Capital Plan in August 2019 and as part of the 2020 County Budget in December 2019. The total cost of this project is $333,179.00 and will be paid out of FY2020 site development (7150) line item. The low bidder was disqualified so the project is being awarded to the 2nd lowest bidder. All references have been checked.

Award to: Leritz Contracting, Inc  
Location: St. Louis MO  

Price: $333,179.00  
Contract term (if applicable): 90 days from notice to proceed  

Bid opening held on: 7/23/2020  
Opened by: Terry Daugherty  

Account number to be charged for purchase: 245330047150  

If bid was not awarded to lowest bidder, please explain:

Low bidder was Byrne & Jones Construction at $253,300.00. Since there was a big difference between their bid and the next bid staff contacted them to inquire about the validity of their bid. The subcontractor that gave them their numbers for the crack seal portion of their bid did not account for the cost to repair the cracks that are over 1” in width using the method of milling the area down 2” deep and replacing the asphalt. Byrne & Jones Construction respectfully asked to rescind their bid.

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 20-092

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Price</th>
<th>Meets all specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Byrne &amp; Jones Construction</td>
<td>St. Louis, MO</td>
<td>$253,300.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Leritz Contracting</td>
<td>St. Louis, MO</td>
<td>$333,179.00</td>
<td>Yes</td>
</tr>
<tr>
<td>PLM</td>
<td>Lake Saint Louis, MO</td>
<td>$343,457.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Asphalitic Maintenance and sealing</td>
<td>St. Charles, MO</td>
<td>$424,495.00</td>
<td>Yes</td>
</tr>
<tr>
<td>Spencer Contracting</td>
<td>Arnold, MO</td>
<td>$428,913.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>

For each vendor that doesn't meet specifications, please explain why:

Vendor:
Vendor:

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Date: 8/17/2022

Approval or Concurrence of Director of Finance

Date: 8/18/2020

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.
COUNTY-CONTRACTORS AGREEMENT

20-092 Parks Asphalt Maintenance and Sealing

This agreement, made by and between __Leritz Contracting, INC.____, hereinafter called the CONTRACTOR, and St. Charles County, Missouri, hereinafter called the COUNTY.

Now therefore, CONTRACTOR and COUNTY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1. CONTRACT PRICE

COUNTY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, as indicated in the CONTRACTOR'S Bid, for the total amount of:

Three hundred thirty-three thousand, One hundred seventy-nine dollars

($ 333,179.00) (in figures)

ARTICLE 2. SCOPE OF THE WORK

The scope of the work is described in the Bid Specifications for this project, which are incorporated herein by this reference.

ARTICLE 3. TIME OF COMPLETION

The CONTRACTOR shall commence operations upon receiving the written Notice to Proceed from the COUNTY and at such time to compete the contract work by the dates indicated below. Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies. The project shall be fully complete as follows:

Work to be completed within 90 days from notice to proceed

The time of completion is an essential condition of this Contract.

ARTICLE 4. PAY QUANTITIES AND UNIT PRICES

The COUNTY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

ARTICLE 5. PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to "General Requirements" section entitled "Progress Payments". Applications for Payment will be processed by the COUNTY. COUNTY shall make progress payments on account of the Contract Price on the basis of

Proposal Response from (please complete)

Name of Company or Individual
CONTRACTOR'S Applications for Payment as approved by the COUNTY. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, and in the case of Unit Price Work based on the number of units completed. No progress payments will be made if the CONTRACTOR does not have a current progress schedule accepted by the COUNTY.

ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by the CONTRACTOR and approved by the COUNTY and filed with the COUNTY and with the CONTRACTOR within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7. THE CONTRACT DOCUMENTS

Up to four (2) full sets of drawings and two (2) full sets of Contract Documents will be provided to the successful CONTRACTOR by St. Charles County at no cost to the CONTRACTOR. Additional sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- a. This County-Contractors Agreement.
- b. Exhibits to this County-Contractors Agreement, including the General Requirements.
- c. Performance and Payment Bonds.
- d. Notice of Award
- e. Notice to Proceed.
- f. Request for Bid and Specifications for the project
- g. Drawings with each sheet bearing the following general title:

  Parks Asphalt Maintenance and Sealing
  [insert general title used on drawings]
  Sheet titles are listed on the cover sheet.
  h. Addenda 0 through 0.
  i. Bid Form.
  j. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Field Order, or COUNTY’S written interpretation or clarification.

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20-092 Parks Asphalt Maintenance and Sealing
Page 2 of 7
Parks

Proposal Response from (please complete)

Name of Company or individual
ARTICLE 8. RATES OF PAY

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the COUNTY one hundred dollars ($100) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. Annual Wage Order #25 as amended 06/08/2018 shall be in effect for this project.

ARTICLE 9. PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable County ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 40% of the total original contract.

ARTICLE 10. SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR’S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters.

ARTICLE 11. SAFETY

The COUNTY and any consulting engineer hired by the COUNTY may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

The CONTRACTOR shall comply with all requirements of Section 292.675 RSMo., as amended, which is incorporated herein by this reference. Said statute relates to the OSHA Construction Safety Program. COUNTY hereby notifies CONTRACTOR that the penalties for failure to comply with the training and all other requirements set forth in said statute include the forfeiture of penalties to COUNTY of two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by CONTRACTOR or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 12. INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, any consulting engineer hired by the COUNTY, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone
directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the COUNTY, the COUNTY’S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the COUNTY, the COUNTY’S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13. TERMINATION BY COUNTY OR CONTRACTOR

(a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR’s insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the COUNTY, or otherwise breaches any provision of the Contract, the COUNTY may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notice the COUNTY shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the COUNTY may deem expedient, which may include, but is not limited to, the COUNTY itself completing the work or the COUNTY hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the COUNTY promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the COUNTY, shall, promptly:

i. assign to the COUNTY in the manner and to the extent directed by the COUNTY all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and

ii. make available to the COUNTY to the extent directed by the COUNTY all construction equipment owned by the CONTRACTOR and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the COUNTY by giving three (3) days prior written notice to the CONTRACTOR if the COUNTY, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article 13, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.
ARTICLE 14. AUDIT CLAUSE

Examination of Records

The CONTRACTOR's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the COUNTY, at the COUNTY's expense.

The CONTRACTOR shall preserve all such records for a period of three years, unless permission to destroy them is granted by the COUNTY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the CONTRACTOR's operations obtained during audits will be kept confidential.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below. CONTRACTOR:

By: ________________  Date: ________________

Name (printed):Chris Beger  Title: Vice-President

Secretary

ST. CHARLES COUNTY, MISSOURI

By: ____________________________  Date: ________________

Stove Ehlmann, County Executive

ATTESTED BY:

______________________________

County Registrar
CERTIFICATE OF FINANCE DIRECTOR

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Bob Schnur, Finance Director
BID FORM

20-092 Parks Asphalt Maintenance and Sealing

Leritz Contracting, Inc

(Bidder name)

Submits the following bid for this project per Bid Specifications stated herein. In addition to each park location, the County is requesting Additional Pricing to have the option to request additional work be performed in other locations of our park system:

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price for Quail Ridge Park crack seal, seal Coating entire park, Asphalt repairs as noted in photo (N) &amp; repaint of all the asphalt roadways, parking lots &amp; trails:</td>
<td>$261,584.00</td>
</tr>
<tr>
<td>Bid price for Klondike Park repairs as noted: Asphalt overlay to trails behind shelter # 3 in photo (A)</td>
<td>$9,520.00</td>
</tr>
<tr>
<td>Bid price for Broemmelsiek Park repairs as noted: New parking lot and trail installations in photo (A&amp;B) Asphalt overlay to roadway area in photo (C)</td>
<td>$62,075.00</td>
</tr>
<tr>
<td>TOTAL BID PRICE:</td>
<td>$333,179.00</td>
</tr>
</tbody>
</table>

Authorized Signature: [Signature]

Date: 7/23/2020

"Replacement Patch" to be repaired using "Petrotack" in lieu of "Petromat"

Work to be completed in 90 days
### Additional Pricing

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per Linear Foot for Additional Crack Seal:</td>
<td>$0.70/LF</td>
</tr>
<tr>
<td>Price per Square Yard for Additional Sealcoating:</td>
<td>$1.50/LF</td>
</tr>
<tr>
<td>Price per Linear Foot for Additional Paint Striping:</td>
<td>$0.40/LF</td>
</tr>
<tr>
<td>Price per Additional Paint Symbol:</td>
<td>$0.18</td>
</tr>
<tr>
<td>Price per Square Foot for 6&quot; Replacement Patch:</td>
<td>$6.55/SF</td>
</tr>
<tr>
<td>Price per Square Yard for 6&quot; Large Asphalt Repair:</td>
<td>$59/SY</td>
</tr>
<tr>
<td>Price per Square Yard for New 6&quot; Asphalt Installed:</td>
<td>$53/SY</td>
</tr>
</tbody>
</table>
Please list three (3) references of similar projects you have completed in the last five (5) years.

1. **Name of Project**: Sandfort Trails Project  
   **Address**: 103 Stone Arch St, St. Charles County, MO 63301  
   **Contact Person**: Joe Carson  
   **Phone #:** 314-220-1675  
   **Email**: jcarson@lombofhomes.com

2. **Name of Project**: Ranken Jordan Parking Lot Repair  
   **Address**: 11365 Darse H Road, Maryland Heights  
   **Contact Person**: Dave Kersten  
   **Phone #:** 314-872-6419  
   **Email**: dkersten@rankenjordan.org

3. **Name of Project**: St. Louis Public Schools District Wide Asphalt Repair  
   **Address**: 801 N. 11th St, St. Louis, MO  
   **Contact Person**: Rosmar Johnson  
   **Phone #:** 314-532-9362  
   **Email**: rosman.johnson@slps.com
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder’s offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

- Petrotack in lieu of Petromat.

- ALT: Exclude 'Petromat and Petrotack' and use Fibermix asphalt in lieu of Cmix.

  → Deduct $400.00 from "Quail Ridge Park".

Date: 7/27/2020
Signature:
Title: Project Manager
Company: Leritz Contracting, Inc.
Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Leritz Contracting, Inc.

Business Address: 2909 Barrett Station Road

St. Louis, MO 63122

Business Hours: 8am - 4:30 pm

Phone: (314) 821-3615 Fax: 314-822-2711

Email address: jesse.c@leritzcontracting.com

Contact Person: Jesse Czerniewski

Authorized Signature: [Signature]

Date: 7/23/2020

(Indicates acceptance of all bid terms and conditions)
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jesse Czorniowski, (Name of Business Entity Authorized Representative) as Project Manager (Position/Title) first being duly sworn on my oath, affirm (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Signature

Title

E-Mail Address

Subscribed and sworn to before me this 23 of July, 2020, I am commissioned as a notary public within the County of St. Charles, State of Missouri, and my commission expires on 9/19/2022.

Signature of Notary

Proposal Response from (please complete) Leritz Contracting, Inc.
2909 Barrett Station Rd.
St. Louis, MO 63122
American Made:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars ($25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term "public agency" includes all political subdivisions of the State of Missouri, which definition includes counties.

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

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official 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 RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME
Leritz Contracting, Inc.

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list all products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION C
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME
Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Loritz Contracting, Inc./Busy Bee Paving, Inc.
2009 Barrett Station Road
St. Louis, MO 63122

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
St. Charles County
201 N. Second Street
St. Charles, MO 63301

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Parks Asphalt Maintenance and Sealing- IFB#20-092

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2020

Loritz Contracting, Inc./Busy Bee Paving, Inc.

(Principal)

(Trial)

Travelers Casualty and Surety Company of America

Surety

(Title)

Brandi L. Bullock, Attorney-in-Fact
State of Missouri  
County of City of St. Louis  

On this July 23, 2020, before me personally appeared  

____________________   

Brandi L. Bullock  

known to me to be an Attorney-in-Fact of  

____________________   

Travelers Casualty and Surety Company of America  

the corporation described in the  

within instrument, and he acknowledged that he executed the within instrument as the act of the said  

Company in accordance with authority duly conferred upon him by said Company.

____________________

KELLY D. MARTIN  
Notary Public  

STATE OF MISSOURI  

Jefferson County  

My Commission Expires: Sept. 7, 2021  
Commission # 11217880
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brandi L. Bullock, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed. this 17th day of January, 2019.

State of Connecticut

City of Hartford ss.

By: ___________________________

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Anna P. Nowak, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto-Appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature or facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of July, 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.
St. Charles County is seeking bids for **Parks Asphalt Maintenance and Sealing**. The County reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. All bid prices submitted must be guaranteed for ninety (90) days.
BID INSTRUCTIONS

One [1] original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “20-092 Parks Asphalt Maintenance and Sealing” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 07/23/2020 at 2:30 PM in room 116 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

Due to the Coronavirus all St Charles County bids will be received and opened on the first floor of the Administration Building. The bid will be opened publicly on 07/23/2020 at 2:30 PM in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by going to our St Charles County Government website at http://www.sccmo.org/Bids.aspx click on “show Closed/Awarded/Cancelled bids”, select bid and click on “related documents”. No phone calls please. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

Any questions or clarifications concerning this IFB must be submitted in writing via email:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

Questions concerning the specifications should be made to:

Dennis Green, Superintendent of Parks
St. Charles County Government
Parks Department
201 North Second St, RM 510
St. Charles, Missouri 63301
dgreen@sccmo.org
A pre-bid conference will be held on 07/15/2020, at 9:00 AM at the Ranger House at Quail Ridge Park located at:

560 Interstate Drive
Wentzville, MO 63385

Interested Bidders are expected to visit the public parks prior to the pre-bid conference and Parks staff will be available at this time to answer any questions.

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than 3:00 PM on 07/16/2020.
- Any questions received after this deadline may not be answered.
Responses to questions/clarifications will be placed on the County’s website http://www.sccmo.org/Bids.aspx. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.
TERMS AND CONDITIONS

➢ St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.

➢ All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.

➢ All delivery costs or charges must be included in the F.O.B. destination bid price.

➢ City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.

➢ The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.

➢ The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

➢ Vendors are required to clearly identify any deviations from the specifications in this document.

➢ An authorized officer of the company submitting the bid must sign all bids, in blue ink.

➢ Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.

➢ All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.

➢ St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.

➢ Sealed bids received after the designated time of the receipt of the sealed bids will be considered as “No Bid” and “Void” and will not be opened.

➢ The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

➢ All bidders must possess the necessary and appropriate business and/or professional licenses in their field.

➢ Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered including geographic location. When payments are to be made to the County, award will be made to the most advantageous offer.

➢ County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Prevailing Wage**

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.210 to 290.340, RSMo. For those projects with a total cost greater than $75,000.00, a schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract, Annual Wage Order #26, as of June 26, 2019, shall be used.

**Effective August 28, 2018,** the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer’s estimate or the bid accepted by the County for the total project is in the amount of $75,000.00 or less. For any awarded bid in the amount of $75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of $75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of $75,000.00.

The Contractor must comply with all provisions of the Prevailing Wage Law under Annual Wage Order #26 for this project. The contractor will forfeit a penalty to the County of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. **Certified payroll shall be submitted with request for payment.**

**BONDS:** The following Bond types are required:

- Performance Bond- A 100% Performance and Payment Bond in favor of the Owner. The Security Co. representing Contractor must be authorized to do business in the State of Missouri and be approved by Owner.
- Bid Bond- A 5% deposit of the bid total, presented in the form of a cashier’s check, Certified check, or bid bond, made payable to St. Charles County.

**Insurance**

Worker’s Compensation and Employer’s Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

Automobile, General Liability and Property Damage: The Contractor shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: $1,000,000 for bodily injury or death to any one person and $3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least $1,000,000. A Combined Single Limit Policy in the amount of $3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.
A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.

The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.

A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

It shall be the contractor’s responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.
Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer’s hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; OR
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for one year from the date of the notarized affidavit.

** PLEASE NOTE:

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

The online address to enroll in the E-verify program is:


Veteran Friendly Employment Policy

"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
Open Records

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

The completed project must meet the following specifications:

General Conditions for Execution of Contract

- The Contractor shall supply all labor and material as required for the execution of the contract.
- The Contractor shall comply with all Federal and State Employment / Labor regulations including those from the U.S. “Occupational Safety and Health Administration”.
- The Contractor shall provide all applicable Insurance Certificates to the County upon the award of the bid.
- The Contractor shall specifically claim any exclusions or deviations from the bid specifications. The Contractor shall submit any such exclusions or deviations with their proposal.
- The Contractor is responsible for obtaining all installation permits for the project as required. The Contractor shall include the cost of all permit fees in their proposal submitted to the County.
- The Contractor shall complete the project within 120 days after the contract has been awarded by the County.
- The Contractor must comply with all provisions of the Prevailing Wage Law under Annual Wage Order #26 as amended for this project. The contractor will forfeit a penalty to the County of $100 per day (or a portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the or by any subcontractor (see section290.250, RSMo). Certified payroll shall be submitted with request for payment.

Bidders are required to provide a list of references for similar projects completed within the last five (5) years.

All bids are required to contain a detailed timeline for completion of the project.

Bids shall include all applicable warranty information and contact information for the contractor’s on-site supervisor.
BID SPECIFICATIONS

The St. Charles County Department of Parks and Recreation is advertising for bids from qualified contractors for Asphalt Maintenance and Sealing at Three (3) of St Charles County’s Parks. The Parks are as follows:

Quail Ridge Park located at:
5501 Quail Ridge Parkway
Wentzville, MO 63385

Broemmelsiek Park located at:
1795 Hwy DD
Defiance, MO 63341

Klondike Park located at:
4600 Hwy 94 South
Augusta, MO 63385

Interested parties that wish to view the area prior to bidding can contact the Park Superintendent, Dennis Green, at 314-520-1657 to schedule a site visit.

St. Charles County Parks reserves the right to reduce the scope of work to contain costs within the approved budget or for other unspecified reasons.

Any and all necessary permits will be obtained by the contractor.

It is the contractors responsibility to field measure, our measurements & photos provided may not be current and may be inaccurate.

Bidders are required to provide a list of references for similar projects completed within the last five (5) years. A detailed timeline is required for completion of the project once the notice to proceed has been issued. Bids shall include all applicable warranty information and contact information for the contractor’s on-site supervisor.
ASPHALT OVERLAY – Trail behind shelter #3 at Klondike Park.

A. Mill butt joints and remove millings
B. Spray area to be over laid with tack oil
C. Bring the sunken area back up in 2” lifts until area will sheet drain and flow naturally with the slopes and terrain over the finished surface and without water ponding.
D. Hot mix asphalt shall be delivered to the site in covered vehicles, at 275°F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by small steel drum roller or plate compactor where the roller is not able to access and be to a uniform surface. (locations shown in illustration (A)
E. All trails are to be backfilled with suitable topsoil, seeded with a turf fescue (Application rate of 8 pounds per 1,000 sq ft) & straw (application rate of one straw bale per 500 sq. ft)

NEW INSTALL - Parking lots at Broemmelsiek Park

A. Re grade existing rock parking area, lowering the rock six (6”) inches along the roadway
B. Subgrade shall be prepared and compacted in accordance with Section 02200 – Subgrade Preparation.
C. Once the appropriate subgrade compaction is achieved, a minimum of four (4”) inches of Compacted Type B Mix Asphalt shall be installed.
D. Once the appropriate Type B Mix Asphalt compaction is achieved, a minimum of two (2”) inches of compacted Type C Mix asphalt surface shall be installed.
E. Finished product should be installed without water ponding issues
F. Hot mix asphalt shall be delivered to the site in covered vehicles, at 275°F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by small steel drum roller and be to a uniform surface and also matching adjacent surfaces. (locations shown in illustration (A)
G. All parking lots are to be backfilled with suitable topsoil, seeded with a turf fescue (Application rate of 8 pounds per 1,000 sq. ft) & straw (application rate of one straw bale per 500 sq. ft)

NEW INSTALL – Trail Extensions at Broemmelsiek Park.

F. Excavate and replace base materials in areas with a minimum of six (6”) inches compacted base rock and to a 10’ width.
G. Subgrade shall be prepared and compacted in accordance with Section 02200 – Subgrade Preparation.
H. Once the appropriate compaction is achieved, a minimum of four (4”) inches of Compacted Type C Mix Asphalt shall be installed in two (2) separate two (2”) inch lifts and Eight (8’) feet in width. Centered on the subgrade so that each side of the subgrade is equally exposed.
I. Asphalt trails should also have a 4’ radius installed on each side of trail where connected
to an existing asphalt pathway
J. Trail installation should be installed to flow naturally with the slopes and terrain. Also, trails should be installed to allow for natural sheet drainage over finished surface and without water ponding.

K. Hot mix asphalt shall be delivered to the site in covered vehicles, at 275° F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by small steel drum roller or plate compactor where the roller is not able to access and be to a uniform surface. (locations shown in illustration (B)

L. All trails are to be backfilled with suitable topsoil, seeded with a turf fescue (Application rate of 8 pounds per 1,000 sq. ft) & straw (application rate of one straw bale per 500 sq. ft)

ASPHALT OVERLAY - Roadway at Broemmelsiek Park

A. Mill butt joints and remove millings
B. Skim patch all low-lying areas that are ponding water during a rainfall event
C. Once the appropriate Type C Mix Asphalt skim patch is achieved, a minimum of two (2") inches of compacted Type C Mix asphalt surface shall be installed.
D. Finished product should be installed without water ponding issues
E. Hot mix asphalt shall be delivered to the site in covered vehicles, at 275° F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by small steel drum roller and be to a uniform surface and matching adjacent surfaces. (locations shown in illustration C)

Note: All materials should be hauled in and out on a route to minimize any additional damage to existing trails and grass areas. Contractor will need to coordinate timelines with Dennis Green Superintendent of Parks as to when the work may be performed
A. Product: Specification designed using CrackMaster Supreme Hot Pour Crack Sealant, Crafco PLS or an equivalent that is approved by the OWNER.

B. Alternates acceptable crack filler Star - Elasto Bond P.L.

C. Crack Preparation.
   a. All cracks to be cleaned shall be inspected by the OWNER prior to the work starting.
   b. When cleaning cracks with compressed air, a minimum pressure of 100 PSI is required.
   c. When cleaning cracks in damp or cold conditions (below 40° F) the cracks should be dried with a heat lance.
   d. For Cracks greater than 1/8”:
      i. Clean and seal using hot pour rubberized crack filler (CrackMaster Supreme Hot Pour Crack Sealant or equivalent).
      ii. Weeds shall be removed from the crack prior to sealing by handpicking or by use of such tools as a rotary edger. The joint shall then be thoroughly cleaned of debris and remaining organic material by using compressed air, hydro blasting or sand blasting.
      iii. All cracks over 1/8 inch including transition areas between asphalt and the adjoining concrete sidewalks, curbing and drain heads should be included in the scope of the crack sealing parking lot and drive pricing (all cracks should be surface prepped and crack sealed per bid specs). Actual quantities of crack seal will be the contractor’s responsibility to calculate.

D. Preparation of the Crack Sealant.
   a. The sealant shall be heated and prepared in accordance with the manufacturers recommendations. A double-jacketed kettle shall be used for heating the sealer.
   b. During the melting operation, all foreign material shall be prevented from entering the melter. All sealant protection wrapping is to be removed prior to melting the compound if required by the manufacturer.
   c. The compound shall be melted slowly and shall be continuously, mechanically agitated during heating so that localized over heating does not occur. The manufacturer’s maximum safe heating temperature and minimum pour temperatures shall be adhered to at all times.
   d. The OWNER may allow temperature lower than the minimum pour temperature when the ambient temperature is high or on steep gradients where the sealant might otherwise flow after placement.
   e. The maximum crack seal batch size shall be as much crack filling sealant as can be placed in a given day. Reheating unused sealant shall not be permitted. All overheated, diluted or contaminated material shall be removed from the site and disposed of at the CONTRACTOR’s expense.

E. Crack Sealing.
   a. At the time of crack filling the ambient temperature shall be a minimum of 50° F and rising, or as required by the manufacturer.
   b. All cracks that have been prepared to be sealed shall be inspected by the OWNER prior to placement of the sealant.
c. Crack sealing shall not be performed on areas with severe alligator cracking or block cracking.
d. The CONTRACTOR shall fill cracks with rubberized sealant to a minimum depth of \(\frac{3}{4}\)" measured from the top of the asphalt surface.
e. To ensure proper shape factor and to mitigate waste of the sealant product the CONTRACTOR shall employ one of the following methods:
   i. Insert heat resistant backer rod in the prepared joint. The depth of the backer rod will be set to accommodate the minimum required depth of Hot Rubberized Sealant.
   ii. Fill the void at the bottom of the prepared joint with fine dry sand. The depth of the sand filler will be set to accommodate the minimum required depth of Hot Rubberized Sealant. After the sand filler has been placed, the exposed sides of the joint between the top of the sand and the top of the asphalt shall be wire brushed clean of any sand particles.
   iii. If the CONTRACTOR deems the width of the prepared joint to be sufficiently narrow, he may apply full depth sealant. There will be no additional payment for the extra Sealant used.
f. Care is to be taken when filling cleaned cracks. The tip of the wand shall be placed as far into the unrouted crack as possible to ensure uniform application and that no sealant bridges entrapped air pockets.
g. A second application of sealant may be required where excess subsidence occurs. Sealant should be placed so as to fill the crack such that both edges of the crack are covered.
h. After placement of the sealant, excess material should be struck off with a strikeoff device to leave a flush surface over the crack.
i. Cure Time. Where pedestrian may cause tracking of the sealant, the sealant should be tack free in approximately 10 minutes. The sealed cracks shall be dusted with silica sand, Portland cement powder or mineral filler. Use of tissue paper is not allowed. Supply and placement of this material shall be a subsidiary obligation of the CONTRACTOR and as such there will be no direct payment.
j. The CONTRACTOR shall ensure traffic is not allowed on the newly sealed surface for a period of 1 hour from completion of the crack sealing in order to prevent tracking.
k. Damage such as embedded stones, excessive debris or moisture in the sealant or obvious contamination shall be rejected. The defective work shall be repaired, removed, replaced or remedied at the CONTRACTOR's cost.
l. All debris from the cleaning and routing operation shall be swept or blown from the surface of the trail.
m. All refuse such as wrappings, containers or any other debris resulting from this operation shall be gathered and removed from the site on a daily basis by the CONTRACTOR.

n. WARRANTY: The sealed cracks shall be guaranteed for a period of one year from the date of completion of the sealing operation. If, during the warrantee period, the sealant pops out or there is obvious evidence of water or material ingress through the crack, the sealant shall be removed, the crack cleaned and resealed at no cost to the OWNER. The Contractor warrants to the OWNER all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective.

F. Crack repairs for greater than 1"
a. See Patch repair instructions, all patch repair areas for cracks will be marked with an X
SEALCOAT - Parking Lot, Roadways & Walking Trails
Line item price per Square yard

General
A. Because the park areas are heavily used by the public, there are restrictions on when the CONTRACTOR will be allowed to work. CONTRACTOR will be allowed to conduct his or her operations on Monday through Friday of each week. No seal coating will be permitted on Saturday or Sunday, or at times when special events are planned at the park.

Seal Coat
A. The entire surface area to be seal coated shall be swept clean of dirt and debris prior to seal coating.
B. Apply seal coat to the entire surface in a uniform manner, with smooth transitions between application areas.
C. Weather. Seal Coat shall only be applied when the entire surface is in condition to allow satisfactory material penetration and adhesion and when the air, surface and aggregate temperatures are above 60 degrees F. Do not apply before impending rains.
D. Quality of Workmanship. The finished surface shall be of uniform thickness of the seal coating and shall be free of ridges or tool marks.
E. Product. Any of following seal coat products are approved for this work:
   a. MasterSeal concentrated asphalt sealer manufactured by SealMaster Company of Sandusky, Ohio, with a sand aggregate.
   b. Ultra Blend pavement sealer (25% coal tar and 75% asphalt emulsion) manufactured by Vance Brothers, Inc. of Kansas County, Missouri, with a sand aggregate.
   c. GSB-88 Emulsified Sealer/Binder as manufactured by Asphalt Systems, Inc., Salt Lake County, Utah, provided the silica sand aggregate graduation matches 3.2-G and is applied at a rate of two (2) pounds per square yard and that items 3.2-H, 3.2-I, and 3.2-J are also adhered to.
   d. CRS-2p, polymer modified emulsion, manufactured by Martin Asphalt Company, Houston, Texas. 3 to 1 emulsion to water ratio, provided the silica sand aggregate graduation matches 3.2-G and is applied at a rate of two (2) pounds per square yard and that items 3.2-H and 3.2-I are also adhered to.
   e. Star Micro-Pave Pro Blend.
F. Latex Additive.
G. EnduraSeal and Silica sand blended to mixing procedures in this document specification
   a. Product. Any of following seal coat products are approved for this work:
      i. Top Tuff Polymer Additive manufactured by SealMaster Company of Sandusky, Ohio.
      ii. Alternate additive - ALT-659 Black Elixir and Star Micro Lock
      iii. Sealer V.M. manufactured by SealMaster Company of Sandusky, Ohio.
H. Silica Sand Aggregate Graduation.

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<tr>
<th>Sieve Size</th>
<th>Passing Sieves</th>
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<tbody>
<tr>
<td>No. 16</td>
<td>100</td>
</tr>
<tr>
<td>No. 20</td>
<td>85-100</td>
</tr>
<tr>
<td>No. 30</td>
<td>15-85</td>
</tr>
<tr>
<td>No. 40</td>
<td>2-15</td>
</tr>
<tr>
<td>No. 100</td>
<td>0-2</td>
</tr>
</tbody>
</table>

Dependent on the product, if one coat is used then dilute each 100 gallons of sealer with 20-25 gallons of water. If two coats are used then, in the first coat, dilute each 100 gallons of sealer with 20-30 gallons of water. For the second coat, dilute each 100 gallons of sealer with 20-25 gallons of water.

I. Mixing Procedure.
   a. Mix concentrated sealer with four (4) pounds of silica sand per one (1) gallon of material to a uniform consistency before using.
   b. Seal coat applications using SealMaster’s MasterSeal emulsion pavement sealer shall include Top Tuff Polymer Additive added to the mixture at 2%, or 2 gallons per 100 gallons of sealer, for tougher wearing surface, quicker drying ability and blacker appearance.

J. Application.
   a. The sealcoat material shall be applied by a machine which is specially designed for such work. The machine shall be equipped with a spray bar to apply the sealcoat material uniformly.
   b. If two coats are to be applied, apply second coat after first coat is dry to touch. It is recommended that the seal coat be allowed to cure 24 hours before opening to traffic.
   c. Seal coat applications using SealMaster’s MasterSeal emulsion pavement sealer mixed with 2-4# sand/gal shall be performed in 2 coats:
      i. 1st coat to be applied with squeegee to fill voids.
      ii. 2nd coat to be sprayed for improved wear ability.

K. Coverage.
   a. Total coverage for either a one or two coat application shall be .23 gal/sq.yd.

L. Site Preparation.
   a. Edge Cleaning. Prior to seal coating, the CONTRACTOR will be required to clean the edges of the surface with a string trimmer or edger to remove all vegetation and other materials. This item is incidental and will not be paid for separately.

M. Inspection and Testing Materials.
   a. All work will be done under the supervision of the OWNER’S representative.
   b. Plant certification will be required for all sealcoat materials.
   c. We are requiring a copy of your supplier’s invoice of purchased seal coating materials used on this job so that we can insure proper quantities have been utilized.

N. Restripe all existing parking spaces, center lines, shoulder lines, walking or bike lanes, stop blocks, cross walks & all related symbols using County Highway approved striping paint as previously marked and remark all handicap spots as required by local laws.
O. Clarification to restriping - Approved alternative paint: Sherwin Williams 0.0TM2160 - SetFast® Acrylic Latex Traffic Marking Paint White, and TM2161 Yellow. Handicap Lines Sherwin Williams 0.0TM2133 - SetFast® Water Borne Traffic Marking Paint (Acrylic Latex) Blue. Or to meet or exceed these specifications.

P. **Line item price per linear foot & per symbol**

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**REPLACEMENT PATCH - Parking Lot, Roadways & Walking Trails**

**Line item price per Square foot**

Replacement Patches for cracks that are over one inch in width- Mill and remove any areas marked in orange on Asphalt.

a. Areas shall be milled for removal from 15” to 24” on either side of the centerline of the crack as roughly marked.
b. The area to be repaired shall be milled to depth not less than 2” from the finish grade and all milled material removed.
c. Subgrade shall be treated with a tack coat and Petromat shall be used prior to applying the C mix to deflect any cracks from forming in the finished patched area.
d. The minimum thickness of Type C Mix asphalt surface replacement shall be two (2) inches, unless shown otherwise. Hot mix asphalt material shall be delivered to the site in covered vehicles, at 275° F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by plate compactor or small steel drum and be to a uniform surface matching adjacent surfaces.

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**LARGER REPAIRS - Parking Lot, Roadways & Walking Trails**

**Line item price per Square yard**

H. Repairs: Saw cut transitions as marked (marked in orange).
I. Excavate areas that are marked (marked in orange).
J. Replace base materials in excavated areas with 6 inches compacted base rock.
K. Subgrade shall be prepared and compacted in accordance with Section 02200 – Subgrade Preparation and Pavement Removal.
E. Once the appropriate compaction is achieved, a minimum of 4” of Compacted Type B Mix Asphalt.
F. The minimum thickness of Type C Mix asphalt surface replacement shall be two (2) inches, unless shown otherwise. Hot mix asphalt shall be delivered to the site in covered vehicles, at 275° F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by plate compactor or small steel drum and be to a uniform surface matching adjacent surface.

Note: All materials should be hauled in and out on a route to minimize any additional damage to existing trails and grass areas.

Operations on Monday through Friday of each week. No seal coating will be permitted on Saturday or Sunday, or at times when special events are planned at the park.

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**NEW INSTALL - Parking Lot, Roadways & Walking Trails**

**Line item price per Square yard**

A. Excavate areas that are marked (marked in orange) to a 12-inch depth.
B. Replace base materials in excavated areas with 6 inches compacted base rock.
C. Subgrade shall be prepared and compacted in accordance with Section 02200 – Subgrade Preparation and Pavement Removal.
D. The subgrade area should have 4 inches of Base mix asphalt installed in two separate lifts.
E. The base area should have 2 inches of C mix asphalt installed in one final lift.
   a. Hot mix asphalt material shall be delivered to the site in covered vehicles, at 275°F (minimum), and immediately spread to a thickness to match adjacent surfaces after rolling. Compaction shall be by plate compactor or small steel drum and be to a uniform surface matching adjacent surface.

Note: All materials should be hauled in and out on a route to minimize any additional damage to existing trails and grass areas.

Operations on Monday through Friday of each week. No seal coating will be permitted on Saturday or Sunday, or at times when special events are planned at the park.

**General Work Provisions**

**Work Limits**
A. Due to the environmental sensitive issues associated with the trail corridor, the CONTRACTOR shall contain all work and all movement and storage of vehicles and material within the construction limits unless otherwise permitted by the OWNER. Construction limits shall be 40’ either side of centerline, except at culvert locations, unless otherwise directed by the OWNER.

**Access**
A. Access within a park is limited by the trees and vegetation next to the existing subgrade. Where appropriate, the OWNER will aid the CONTRACTOR in determining where “access roads” may exist parallel to the trail.
B. In some locations, all access within the park will be only along the trail itself. Some areas will require driving or backing for long distances around sharp tight corners.

**Control of Spills**
A. Special care shall be taken to avoid spilling bituminous material on adjacent concrete surfaces. Any spills of bituminous material shall be cleaned up immediately.
B. Spills of fuels, oils, chemicals or other materials which could pose a threat to ground water shall be cleaned up immediately by the CONTRACTOR. If the spill is a reportable amount, the CONTRACTOR should contact the local authority for clean-up of the spill. Use of chemicals, refueling activities, and maintenance activities shall be carefully controlled to minimize the potential for spills.

Traffic Control - Signing and Barricading
A. CONTRACTOR will be required to provide an adequate number of traffic control devices, barricades and signs to prevent all public access to the portion of the trail under construction each day. Barricades shall be left in place until the particular operation has been completed or the sealcoat is completely cured.
B. At each barricade, CONTRACTOR shall furnish and place the typical information sign as detailed below and also the standard orange warning sign “Fresh Oil”.
C. Location of additional barricades and signs shall be as directed by the OWNER’S representative.

Maintenance
A. The CONTRACTOR shall maintain the work until acceptance. Repair damage and correct areas with excess or deficient asphaltic material or aggregate cover during this maintenance period.

Protecting Utilities and Property
A. The CONTRACTOR shall be responsible for protecting utilities from damage and all vehicles/property from damage from drifting sealcoat material. The CONTRACTOR is responsible for any vehicle/property cleaning and repainting.

Load Limits
A. CONTRACTOR shall take care to prevent damage to trails by his operations.
B. CONTRACTOR must confine his operations to the immediate area of the trail. Only the lightest loads will be permitted on the trail. A maximum of 600 gallons will be allowed on any one load and a maximum of 26,000 GVW on any vehicle used in the operation.
C. Any damage, ruts or erosion caused by the CONTRACTOR’s operations must be repaired to the satisfaction of the OWNER’S representative.

Storage of Materials
A. The CONTRACTOR is responsible for establishing all storage areas for their materials
B. Where possible, the OWNER may agree to provide an area near the project where the CONTRACTOR can store and load materials.

Miscellaneous items of work and materials necessary to the complete professional performance of the work shall be provided whether or not mentioned in the Specifications.

Before bidding and proceeding with the work, the Contractor shall check and verify all dimensions and shall assume all responsibility for the fitting of his equipment and materials to other equipment and structures.
The Contractor shall thoroughly acquaint himself with the site for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. All replaced asphalt work is to be warranted for materials and installation for not less than 1 year from the date of acceptance.

The Contractor will be allowed no additional compensation for his failure to be so informed. Contractor pricing must be guaranteed for 6 months from the bid due date.
BID FORM

20-092 Parks Asphalt Maintenance and Sealing

(Bidder name)

Submits the following bid for this project per Bid Specifications stated herein. In addition to each park location, the County is requesting Additional Pricing to have the option to request additional work be performed in other locations of our park system:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price for Quail Ridge Park crack seal, seal Coating entire park, Asphalt repairs as noted in photo (N) &amp; repaint of all the asphalt roadways, parking lots &amp; trails:</td>
<td>$</td>
</tr>
<tr>
<td>Bid price for Klondike Park repairs as noted: Asphalt overlay to trails behind shelter # 3 in photo (A)</td>
<td>$</td>
</tr>
<tr>
<td>Bid price for Broemmelsiek Park repairs as noted: New parking lot and trail installations in photo (A&amp;B) Asphalt overlay to roadway area in photo (C)</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BID PRICE:</td>
<td>$</td>
</tr>
</tbody>
</table>

Authorized Signature ___________________________ Date ___________________________
### Additional Pricing

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per Linear Foot for Additional Crack Seal:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Square Yard for Additional Sealcoating:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Linear Foot for Additional Paint Striping:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Additional Paint Symbol:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Square Foot for 6” Replacement Patch:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Square Yard for 6” Large Asphalt Repair:</td>
<td>$</td>
</tr>
<tr>
<td>Price per Square Yard for New 6” Asphalt Installed:</td>
<td>$</td>
</tr>
</tbody>
</table>
Please list three (3) references of similar projects you have completed in the last five (5) years

1. Name of Project
   Address
   Contact Person Phone #
   Email

2. Name of Project
   Address
   Contact Person Phone #
   Email

3. Name of Project
   Address
   Contact Person Phone #
   Email
Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder’s offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: ____________

Signature: ____________________________

Title: _________________________________

Company: ____________________________
Audit Clause for Contracts

Examination of Records

The Contractor’s records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County’s expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor’s operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: 

Business Address: 

Business Hours: 

Phone: Fax: 

Email address: 

Contact Person: 

Authorized Signature: (Indicates acceptance of all bid terms and conditions) 

Date: 

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Proposal Response from (please complete)
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ________________________________ (Name of Business Entity Authorized Representative) as ________________________________ (Position/Title) first being duly sworn on my oath, affirm __________________________________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ________________________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

________________________________________
Authorized Representative’s Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

________________________________________
E-Mail Address

________________________________________
Subscribed and sworn to before me this ____________ of ________________, I am

(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of __________________________, State of

(NAME OF COUNTY)

(NAME OF STATE), and my commission expires on ___________________.

(DATE)

________________________________________
Signature of Notary

________________________________________
Date

Proposal Response from (please complete)

Name of Company or individual
American Made:

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the bidder is advised that any goods purchased or leased by any public agency where the purchase, lease or contract involves the expenditure of twenty-five thousand dollars ($25,000) or more, shall be manufactured or produced in the United States. Section 34.350.2(1) of that Act specifies that the term “public agency” includes all political subdivisions of the State of Missouri, which definition includes counties.

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

If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official 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 RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
EXHIBIT A

ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A – All Products Are Manufactured or Produced In U.S.

If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME
COUNTY-CONTRACTORS AGREEMENT
20-092 Parks Asphalt Maintenance and Sealing

(Sample Form for St. Charles County Park Improvements)

This agreement, made by and between ____________________________, hereinafter called the CONTRACTOR, and St. Charles County, Missouri, hereinafter called the COUNTY.

Now therefore, CONTRACTOR and COUNTY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1. CONTRACT PRICE

COUNTY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR'S Bid, for the total amount of:

_________________________

(in words)

($________________________) (in figures)

ARTICLE 2. SCOPE OF THE WORK

The scope of the work is described in the Bid Specifications for this project, which are incorporated herein by this reference.

ARTICLE 3. TIME OF COMPLETION

The CONTRACTOR shall commence operations upon receiving the written Notice to Proceed from the COUNTY and at such time to complete the contract work by the dates indicated below. Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies. The project shall be fully complete as follows:

[***INSERT TIMEFRAME OR DEADLINE FOR PROJECT COMPLETION***]

The time of completion is an essential condition of this Contract.

ARTICLE 4. PAY QUANTITIES AND UNIT PRICES

The COUNTY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

ARTICLE 5. PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to "General Requirements" section entitled "Progress Payments". Applications for Payment will be processed by the COUNTY. COUNTY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as approved by the COUNTY. All progress payments will be on the basis of the progress of
the Work measured by the schedule of values, and in the case of Unit Price Work based on the number of units completed. No progress payments will be made if the CONTRACTOR does not have a current progress schedule accepted by the COUNTY.

ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by the CONTRACTOR and approved by the COUNTY and filed with the COUNTY and with the CONTRACTOR within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7. THE CONTRACT DOCUMENTS

Up to four (4) full sets of drawings and two (2) full sets of Contract Documents will be provided to the successful CONTRACTOR by St. Charles County at no cost to the CONTRACTOR. Additional sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

a. This County-Contractors Agreement.
b. Exhibits to this County-Contractors Agreement, including the General Requirements.
c. Performance and Payment Bonds.
d. Notice of Award.
e. Notice to Proceed.
f. Request for Bid and Specifications for the project
g. Drawings with each sheet bearing the following general title:

[insert general title used on drawings]

Sheet titles are listed on the cover sheet.

h. Addenda through _________.
i. Bid Form.
j. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Field Order, or COUNTY’S written interpretation or clarification.
ARTICLE 8. RATES OF PAY

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the COUNTY one hundred dollars ($100) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. Annual Wage Order #26 as amended 06/26/2016 shall be in effect for this project.

ARTICLE 9. PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable County ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 40% of the total original contract.

ARTICLE 10. SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning those matters.

ARTICLE 11. SAFETY

The COUNTY and any consulting engineer hired by the COUNTY may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

The CONTRACTOR shall comply with all requirements of Section 292.675 RSMo., as amended, which is incorporated herein by this reference. Said statute relates to the OSHA Construction Safety Program. COUNTY hereby notifies CONTRACTOR that the penalties for failure to comply with the training and all other requirements set forth in said statute include the forfeiture of penalties to COUNTY of two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by CONTRACTOR or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 12. INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, any consulting engineer hired by the COUNTY, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be
construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the COUNTY, the COUNTY’S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the COUNTY, the COUNTY’S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13. TERMINATION BY COUNTY OR CONTRACTOR

(a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR’s insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the COUNTY, or otherwise breaches any provision of the Contract, the COUNTY may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the COUNTY shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the COUNTY may deem expedient, which may include, but is not limited to, the COUNTY itself completing the work or the COUNTY hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the COUNTY promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the COUNTY, shall promptly:

i. assign to the COUNTY in the manner and to the extend directed by the COUNTY all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and

ii. make available to the COUNTY to the extent directed by the COUNTY all construction equipment owned by the CONTRACTOR and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the COUNTY by giving three (3) days prior written notice to the CONTRACTOR if the COUNTY, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as paragraph (a) of this Article 13, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.
ARTICLE 14. AUDIT CLAUSE

Examination of Records

The CONTRACTOR's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the COUNTY, at the COUNTY's expense.

The CONTRACTOR shall preserve all such records for a period of three years, unless permission to destroy them is granted by the COUNTY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the CONTRACTOR's operations obtained during audits will be kept confidential.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below. CONTRACTOR:

By:___________________________________________ Date:____________________

___________________________________________

Name (printed): Title: ATTESTED BY:

___________________________________________

Secretary

ST. CHARLES COUNTY, MISSOURI

By:___________________________________________ Date:____________________

____________________________________________

Steve Ehlmann, County Executive

ATTESTED BY:

___________________________________________

County Registrar

CERTIFICATE OF FINANCE DIRECTOR

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

___________________________________________

Bob Schnur, Finance Director
GENERAL REQUIREMENTS

1. SUMMARY OF WORK

The work to be performed under this Contract is summarized as follows:

[insert summary of work]

The complete scope of the work is described in the Bid Specifications for this project, which are incorporated herein by this reference.

2. GENERAL

St. Charles County reserves the right to add or reduce any quantity of all Contract bid items at the Contract unit price for that item.

3. DRAWINGS

Accompanying these specifications are the following drawings, which are to illustrate and become a part of these specifications:

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet Number</th>
</tr>
</thead>
</table>

[***INSERT DESCRIPTION AND SHEET NUMBER FOR ALL DRAWINGS/PLANS]

These drawings and specifications are intended to be so coordinated that any work included in one and not in the other, shall be executed as if included in both.

All work contemplated and described in the specifications shall be carried out in accordance with the general and detail drawings made a part thereof and with such additional detail drawings and directions as may be given from time to time during the progress of the work. On all drawings, computed dimensions shall take precedence over measurements by scale and fullsized details over scale drawings.

The CONTRACTOR shall maintain a record set of drawings at the site and mark thereon any changes as the work proceeds. These drawings shall indicate the vertical and horizontal location of improvements in plan and profile view.

Upon completion of the work, these “as-built” changes shall be transferred, with changes clearly identified, onto blueprint drawings which will be furnished to the COUNTY. These “as-built” drawings, certified by a Land Surveyor or Engineer registered in the State of Missouri, shall be delivered to the COUNTY for its review and approval prior to final payment.
4. INSURANCE

The CONTRACTOR shall maintain all required insurance and provide required certificates in accordance with the insurance requirements listed in the Request for Bid and/or Specifications for the project.

5. PERFORMANCE BOND

A bond will be required for the full amount of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work. Both Contract and bond shall be executed in quadruplicate and in a form acceptable to the COUNTY. The cost of the performance bond shall be incidental to the price bid.

6. PAYMENT AND MATERIALS BOND

A bond will be required for the full amount (100 percent Labor and Material) of the contract price with a surety company. The bond shall be executed in quadruplicate and in a form acceptable to the COUNTY. The cost of the payment and materials bond shall be incidental to the price bid.

7. REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of COUNTY, CONTRACTOR, or Engineer, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

8. [Deleted for Parks projects]
9. COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other CONTRACTORS may be working in the vicinity during the construction of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR. When necessary for proper prosecution of work, each CONTRACTOR shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

10. SHOP DRAWINGS

In all cases where details or shop drawings are required, the CONTRACTOR shall submit copies of such drawings to the COUNTY, for review before any of the work is begun. Should extensive changes be necessary, corrected drawings shall be submitted for final review. The CONTRACTOR shall thoroughly review the shop drawings for compliance with the Contract drawings and specifications before submitting them to the COUNTY. The shop drawings shall be stamped “reviewed” by the CONTRACTOR BEFORE submitting them to the COUNTY. When it is required to submit material or equipment, shop drawings, manufacturer’s brochures, or samples for review, said submittals are to be made to the COUNTY through the General CONTRACTOR.

Each item submitted for approval must be identified by reference to specification paragraph number and/or plan drawing number.

If the item described or submitted is not exactly as specified by the plans and/or specifications, the procedure shall be as follows:

With the submittal CONTRACTOR shall state in writing that the item is not exactly as specified by the plans and/or specifications and he shall state the difference. The COUNTY will then evaluate the submittal and will transmit the accepted or rejected submittal to the CONTRACTOR.

When substitutions for the specified items are approved, the submitting CONTRACTOR will be responsible for all costs incurred due to the changes from plans and/or specifications. This includes additional design costs, material and equipment costs and any appurtenant cost that may be incurred by other trades.

The COUNTY and/or any consulting engineer hired by the COUNTY will not be responsible for errors in the shop drawings which their examination and scrutiny many have failed to detect, and the CONTRACTOR shall be absolutely responsible for the correctness of the drawings furnished by it or its subcontractors.
11. RIGHTS-OF-WAY

All improvements will be constructed within land owned by the COUNTY and the public right-of-way shown on the plans.

Upon completion of the contract work, the CONTRACTOR shall restore, without additional cost to the COUNTY, all improvements within the park and right-of-way to substantially the same conditions as they were at the commencement of the construction work, unless otherwise noted. At project closeout, the COUNTY will ensure the conditions of areas located outside of the construction area and existing right-of-way were not damaged, and if damaged were repaired to the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of areas outside the construction limits depicted on the plans – such as incidental grading, and the repair of improvements damaged by the CONTRACTOR – shall be borne by the CONTRACTOR.

12. INSPECTIONS

The CONTRACTOR shall assure that representatives of the COUNTY shall have the privilege of inspecting and reviewing work done by the CONTRACTOR or his subcontractors on this project.

The CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such CONTRACTOR’s office at all reasonable times during the contract period.

13. LABOR POSTINGS

All information as required by State and/or Federal wage/labor laws shall be posted by the CONTRACTOR on the job site.

14. CONFLICT WITH PERSONNEL

If a conflict between personnel of the CONTRACTOR and the COUNTY escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the CONTRACTOR’s personnel involved in the conflict shall be removed from the project.

A personnel conflict shall not give cause for the CONTRACTOR to terminate this Contract nor to pull off employees from active job sites. If the CONTRACTOR withdraws crews, the COUNTY may, at its sole discretion, consider the Contract to be terminated under the provisions of Article 13 of the County-Contractors Agreement. If the COUNTY so determines, notices shall be given as set forth therein.
15. EROSION CONTROL MEASURES

The COUNTY will provide as a part of the Construction Plans an Erosion Control Plan, but the CONTRACTOR shall provide adequate erosion control features in accordance with any local, state and federal regulations, this includes the St. Charles County Erosion Control and Sediment Guidelines as well as in accordance with the Construction Plans. The CONTRACTOR shall submit any additions or deletions from the provided erosion control plan to the COUNTY for approval prior to the start of construction.

16. PROGRESS SCHEDULE

The CONTRACTOR shall, prior to or at the preconstruction meeting, prepare and submit to the COUNTY for approval a detailed schedule of all operations showing the following:
1. The anticipated time of commencing and completion of various operations to be performed under this Contract.
2. The estimated time required for fabrication and/or delivery of all materials and equipment required for the work.
3. Utilities relocations by others and how it affects CONTRACTOR schedules.

The COUNTY may require the CONTRACTOR to adjust his plan, equipment or construction forces, if progress falls behind the approved schedule such that completion within the specified time appears doubtful.

The CONTRACTOR must update the progress schedule and resubmit to the County for acceptance anytime work falls behind the current accepted schedule.

17. PROGRESS REPORTS

The CONTRACTOR shall submit progress reports on a monthly basis beginning the first Friday after award of the project and continuing through closeout of the project. The reports shall briefly describe work accomplished during the time period and projected work for the next time period. They shall indicate the project number, and the days the CONTRACTOR was unable to work due to conditions beyond his control (list specific reason, i.e. rain, cold, etc.). They shall be in a neat, legible form and submitted to the COUNTY (four copies).
18. PROGRESS PAYMENTS

CONTRACTOR shall submit original signed monthly pay requests to the COUNTY by the tenth of the month. Payment will be made by the first of the next month. The pay request will reflect the following changes and totals made on past invoices for:

- Contract Amount
- Total Change Order amounts
- Pay Item quantities of work completed that month
- Additional pay items
- Previously paid invoices
- Total retainage to date
- Total amount due this pay request

A retainage of five percent (5%) shall be withheld from each partial payment. It will be returned when the COUNTY accepts the project as complete.

First payment will not be made until the following items have been approved by the COUNTY:
- Project Schedule
- Erosion Control Plan

Subsequent progress payments will be suspended unless the CONTRACTOR’s project schedule is up to date and acceptable to the County, and weekly payroll statements of compliance are current.

19. HOURS OF WORK

During central standard time, all work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and between 7:30 a.m. and 5:00 p.m. on Saturday. During central daylight savings time, all work is to be accomplished between the hours of 6:30 a.m. and 6:00 p.m. Monday through Friday and between 7:30 a.m. and 5:00 p.m. on Saturday. CONTRACTOR shall notify COUNTY no less than 48 hours in advance of any work scheduled to be done on Saturday. No work shall be performed on Sunday. Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from the COUNTY.

20. PROTECTION DURING CONSTRUCTION

During the progress of the work, the CONTRACTOR shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at the CONTRACTOR’S expense to the satisfaction of the COUNTY.

The CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance.
21. CLEANING UP

The CONTRACTOR shall have all rubbish and debris removed from the premises from time to time as directed by the COUNTY. Upon the completion of the work, the premises shall be left in a neat and presentable condition.

22. TEMPORARY FACILITIES

Temporary Toilet For Workmen -- The CONTRACTOR shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by the COUNTY and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.

Temporary Light and Power -- The CONTRACTOR shall provide and pay all charges for temporary light and power, as required for the work.

Temporary Water -- The CONTRACTOR shall provide and pay for temporary water service, as required for the work, including that required for the construction wash-off pad.

Temporary Field Office -- The CONTRACTOR may provide and maintain a temporary field office for his use. The COUNTY shall approve the location of the proposed office. No direct payment will be made for this work.

23. HAULING OVER STREETS

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

The CONTRACTOR will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, County or state streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said city, County, or state streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

24. PROJECT SURVEYS

All survey staking will be at the sole cost of the CONTRACTOR at no additional cost to the COUNTY. Stakeout and as-built information will be used to verify actual earthwork quantities. 5 business days notification shall be given to COUNTY, or to a consulting engineer hired by the County if so directed, prior to stakeout.
25. PROJECT SUBMITTALS AND CLOSEOUT

25.1 Although not an all-inclusive list, the following submittals shall be required by the CONTRACTOR prior to the start of construction:

- □ Bid Guaranty Submitted:___
- □ Contract Agreement Submitted:___
- □ Performance Bond (PB-1&2, GR-___)
- □ Submitted:___________________________ Payment & Materials Bond (PMB-1, GR-2)
- □ Submitted:___________________________ Certificate of Insurance (GR-2)
- □ Preliminary Work Schedule (GR-___)
- □ List of Desired Substitutions (IB-8)
- □ Submitted:___________________________ List of Subcontractors (IB-2-6, P-9, P-9-13)

25.2 The following documents are required from the CONTRACTOR to make Final Payment:

- □ Prevailing Wage Affidavit Submitted:____
- □ Contractor’s Certification (Prime & Subcontractors)
- □ Settlement of Claims (Prime)
- □ Contractor’s Final Lien Waiver
- □ (Prime) Submitted:___________________________
- □ Contractor’s Final Pay Invoice
- □ (Prime) Submitted:___________________________

25.3 The CONTRACTOR shall close out the project in the following manner or as otherwise directed by the COUNTY:

- □ Final inspection and approval by the COUNTY.
- □ Any claim from his subcontractors, utilities, or adjacent property owners must be cleared.
- □ Final inspection and approval from all State and County agencies involved in the project.
- □ CONTRACTOR shall supply as-built markups, if required, on a clean set of drawings to the COUNTY at closeout.
- □ CONTRACTOR, including all subcontractors, shall supply final lien waivers for all material, labor and equipment with final pay request.
26. WORK IN EXISTING DRAINAGE AREA

The attention of the CONTRACTOR is directed to the fact that the site of the work conveys overland and/or piped storm water drainage. The CONTRACTOR shall inform himself fully, of the conditions relating to the construction and labor under which work will be performed. The CONTRACTOR shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. The CONTRACTOR shall take special care to prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to occur, must be removed immediately. All excavation shall be planned and executed in a manner to minimize the duration of exposure of unprotected soils. All borrow areas and embankments shall be managed to prevent sediment from entering nearby water or land. Disturbed areas shall be restored with permanent vegetative diversion, or siltation retention facilities shall be provided to protect water courses.
<table>
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<tr>
<th>Job/Scope</th>
<th>Park</th>
<th>Location</th>
<th>MAP</th>
<th>Dimension</th>
<th>Total Area</th>
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Klondike Park Trail overlay behind Shelter 3 (A)
Broemmelsiek Park Kayak parking lot & trail (A)
Broemmelsiek Park parking lot & trail area (B)
Broemmelsiek Park roadway overlay area (C)
Broemmelsiek Park roadway overlay area (C-1)
Quail Ridge Park Horse Shoe Parking Lot(A)
Quail Ridge Park Shelter 1 Parking Lot (D)
Quail Ridge Park Shelter 2 Parking Lot (E)
Quail Ridge Park Trailhead Parking Lot (F)
Quail Ridge Park Maintenance Shop Parking Lot (G)
Quail Ridge Park Group Area Parking Lot (H)
Quail Ridge Park Lodge Parking Lot (I)
Quail Ridge Park Shelter 6 Parking Lot (J)
Quail Ridge Park Off Leash Dog Parking Lot (K)
Quail Ridge Park Trails (M)
Quail Ridge Park Areas That Need Repairs (N)

1. Mill area 2", tack coat and patch.
2. Mill butt joints at each end of 53’ repair area, skim coat area, apply tack coat, petromat and add 2” asphalt overlay.
3. Mill butt joints at each end of 20’ repair area tack coat and add 2” asphalt overlay.
4. Mill 2”, tack coat and patch.
5. Sawcut existing end of trail, remove soil, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt (area approx. 12’ x 25’) Install in two separate 2” compacted lifts.
6. Mill butt joints at each end of 310’ repair area, tack coat, skim coat area, apply, petromat and add 2” asphalt overlay.
7. Mill 2”, apply tack coat and patch to bridge abutment.
8. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
9. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
10. Patch both sides of bridge abutment
11. Patch both sides of bridge abutment
12. Mill area 2”, tack coat and patch.
13. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
14. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
15. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
16. Sawcut, remove existing asphalt trail, prep the subgrade with 4” of inch minus compacted rock and install 4 inches of asphalt, Install in two separate 2” compacted lifts.
17. Mill butt joints at each end of 57’ repair area, apply tack coat, petromat and add 2” asphalt overlay.
18. Mill butt joints at each end of 24’ repair area, apply tack coat, petromat and add 2” asphalt overlay.
19. Mill butt joints at each end of 186’ repair area, apply tack coat, petromat and add 2” asphalt overlay.
20. Mill butt joints at each end of 38’ repair area, apply tack coat, petromat and add 2” asphalt overlay.
21. Mill butt joints at each end of 36’ repair area, apply tack coat, petromat and add 2” asphalt overlay.
22. Mill 2”, apply tack coat, replace, petromat and add 2” asphalt
23. Mill butt joints at each end of 32’ repair area, skim coat, apply tack coat, petromat and add 2” asphalt overlay.
24. Mill butt joints at each end of 52’ repair area, skim coat, apply tack coat, petromat and add 2” asphalt overlay.
25. Mill 2”, apply tack coat and patch to concrete.
26. Mill 2”, apply tack coat and patch to concrete.
Addendum # 1 is being issued to revise the bid specifications, attach a clearer rendering of Quail Ridge Park areas that need repairs, and to add the sign in sheet from the pre-bid meeting as follows:

**Pg. 14 of 64**
F. Crack repairs for greater than 1”
a. See Patch repair instructions, all patch repair areas for cracks will be marked with an X - Orange marking paint with dots along the crack to be repaired by milling. Some areas that were marked incorrectly have been covered back up using a dark color of spray paint.

**Pg. 15 of 64**
Seal Coat
A. The entire surface area to be seal coated shall be swept clean of dirt and debris prior to seal coating. Also, any vegetation that is covering asphalt must be removed either by hand or by string trimming prior to the seal coating.

**Pg. 16 of 64**
J. Application. a. The sealcoat material shall be applied by a machine which is specially designed for such work. The machine shall be equipped with a spray bar to apply the sealcoat material uniformly.
b. If two coats are to be applied, apply second coat after first coat is dry to touch. It is recommended that the seal coat be allowed to cure 24 hours before opening to traffic.
c. Seal coat applications using SealMaster’s MasterSeal emulsion pavement sealer mixed with 2-4# sand/gal shall be performed in 2 coats:

i. 1st coat to be applied with squeegee to fill voids.
   ii. 2nd coat to be sprayed for improved wear ability.
   ii. 2nd coat to be applied with squeegee or sprayed for improved wear ability and in a uniform application. Both coatings shall be trimmed in to ensure an even uniform application is performed.

**Pg 63 of 64**
See attached new page with the item numbers noted in white for the Areas that need to be Repaired at Quail Ridge Park

Bidders shall sign this Addendum as acknowledgment and return it with the bid.
BID ADDENDUM #1
Bid 20-092

Addendum #1  Dated: July 21, 2020

We, the undersigned, acknowledge the receipt of the above addendum, as dated.

By:______________________________

Title:____________________________

Company:________________________ 

Date:____________________________
Asphalt Prebid Meeting 7/15/2020

Please sign in & include your name, phone number & Email So that we can contact you with any updates to this project.

<table>
<thead>
<tr>
<th>NO.</th>
<th>PLAYER NAME</th>
<th>PHONE</th>
<th>EMAIL</th>
</tr>
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<tr>
<td>01</td>
<td>Derek Brown</td>
<td>(203) 555-0123</td>
<td><a href="mailto:allkon@example.com">allkon@example.com</a></td>
</tr>
<tr>
<td>02</td>
<td>Gary Mellon</td>
<td>636-262-0279</td>
<td><a href="mailto:gmellem@emeier.com">gmellem@emeier.com</a></td>
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<tr>
<td></td>
<td>Troy Siebert</td>
<td>314-462-2117</td>
<td>TSiebert @byrne and jones.com</td>
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<tr>
<td>04</td>
<td>Matt Bos</td>
<td>314-296-1718</td>
<td>Matt @packagingm.com</td>
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<tr>
<td></td>
<td>Jesse Czorniewski</td>
<td>636-243-6677</td>
<td><a href="mailto:jessc@loritzcontracting.com">jessc@loritzcontracting.com</a></td>
</tr>
<tr>
<td>05</td>
<td>Rodney Gerke</td>
<td>314-581-2157</td>
<td>r.gerke @mccomnellassociates.org</td>
</tr>
<tr>
<td></td>
<td>Gary Moore</td>
<td>636-441-4687</td>
<td><a href="mailto:AMCPAVING@SBCglobal.net">AMCPAVING@SBCglobal.net</a></td>
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<tr>
<td>06</td>
<td>Gary Hilmer</td>
<td>314-420-3896</td>
<td><a href="mailto:g.hilmer@emeier.com">g.hilmer@emeier.com</a></td>
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