



***REQUEST FOR BIDS
SEALED BID 14 – 125***

FOR

Asphalt Overlay 2014

ON COUNTY ROADS

IN

ST. CHARLES COUNTY, MISSOURI

PROJECT AO-14

***ST. CHARLES COUNTY HIGHWAY DEPARTMENT
201 NORTH SECOND STREET, ROOM 429
ST. CHARLES, MISSOURI 63301***

ROAD WORK
NOTICE TO CONTRACTORS
Sealed Bid 14-125

Notice is hereby given that the St. Charles County Highway Department will receive sealed bids for asphaltic concrete overlay work on various County roads at the office of the Finance Director in the County Administration Building, 201 North Second Street, Room 541, St. Charles, Missouri, until *10:30 a.m. on the 10th day of June, 2014*, at which time all bids will be publicly opened and read in Conference Room 523 of the County Administration Building.

The project shall include all work incidental to the supply and laying of approximately 7,145 tons of Type "BP-1" asphaltic concrete materials, to be paid for by the ton. Full width milling and milling at entrances and side streets of approximately 30,517 square yards will be paid by the square yard.

The successful bidder shall be required to comply with the State Statutory Provisions concerning the payment of prevailing wages on public works, Section 290.210 through 290.340 R.S. MO 1959, and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relation of the State of Missouri. The wage rates applicable to this project have been predetermined as required by law and are set forth in this document. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-851: 76 Stat. 357) and implementing regulations. Annual Wage Order #20 as amended January 23, 2014 shall be in effect for this project.

The bid proposal shall be made on a form provided by the County, delivered in a sealed envelope, and deposited in the office of the Finance Director on or before the time specified above. The proposal shall be accompanied by bid bond, cashier's check or certified check for an amount not less than five percent of the bid amount. The amount of the check or bid bond shall be forfeited to the County upon failure or refusal of the successful bidder to enter into a contract or to furnish bond after his proposal has been accepted.

The County reserves the right to require the successful bidder to file proof of his ability to properly execute the project together with his record of successful completion of similar projects. The County reserves the right to reject any and all bids or proposals submitted, or to advertise for new bids. The County reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding forty five (45) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign and return the contract and other required certificates and documents in quadruplicate within ten (10) days after the date of the receipt of the award of the contract. The successful bidder shall file certificates with the County that he has obtained and will continue to carry workmen's compensation insurance, public and private liability and property damage insurance and builders risk insurance in the specified amounts for the duration of the contract.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall complete all work within thirty (30) working days. Full Notice to Proceed is expected to be July 14, 2014 depending on weather. The County and the contractor may mutually agree to allow work to begin on certain streets prior to the full NTP.

Special Needs: If you have special needs addressed by the Americans with Disability Act, please notify Purchasing Manager at (636)949-7465 at least five (5) working days prior to the bid opening.

The County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Craig Tajkowski, P.E.
County Engineer

PROJECT AO-14
SEALED BID 14-125

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INFORMATION FOR BIDDERS FOR
THE CONSTRUCTION OF ASPHALTIC CONCRETE OVERLAYS
ON COUNTY ROADS IN ST. CHARLES COUNTY, MISSOURI

1. RECEIPT AND OPENING OF BIDS:

The County of St. Charles (herein called the "County"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Finance Department, in the County Administration Building, 201 North Second Street, Room 541, St. Charles, Missouri, until **10:30 a.m. on June 10, 2014** at which time, in Room 523, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the County Highway Department c/o Finance Department, and designated as:

"Sealed Bid 14-125: Bid for Asphalt Overlay 2014 – Project AO-14"

The County may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bids received after the time and date specified will be considered as "No Bid" and "Void" and will not be opened.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed, in ink or typewritten. Mistakes must be crossed out, corrections typed or written in ink, and must be initialed by the person signing the bid. An original signature by an authorized officer of the company in **BLUE** ink is required on the submitted bid. All bids will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted, and the date and time of bid opening noted in the lower left corner. If forwarded by mail, the envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County. The bidder is also specifically advised that no second-tier subcontracting will be permitted on this project. The successful bidder must provide a list of proposed suppliers and subcontractors which must be accepted prior to commencing work.

4. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign four copies of the contract, performance bond, and payment and material bond and return them to the County within ten (10) days after receipt of the contract. Failure to execute the contract and bonds and return them to the County within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the County.

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 taxes, fees or licenses.

5. QUALIFICATIONS OF BIDDER:

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County, all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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

6. BID SECURITY:

Each bid must be accompanied by cash, certified check of the bidder, cashier's check or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the County, in the amount of 5 percent of the bid. Such cash, check or bid bond will be returned to all except the three lowest bidders within fifteen (15) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the County and the accepted bidder have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. LIQUIDATED DAMAGES:

a. FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with his bid.

b. TIME OF COMPLETION:

Bidder must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the County and to fully complete the project within thirty (30) working days thereafter. The County expects to complete all the preparatory curb work, wedging, and all milling to be done by the County prior to July 14, 2014. Full Notice to Proceed is therefore expected to be July 14, 2014 depending on weather. The County and the contractor may mutually agree to allow work to begin on certain streets prior to the full NTP.

If the contract work is not fully completed according to the terms of the contract within the time limit specified, the contractor shall pay to the County, as liquidated damages, a sum equal to three hundred (\$300.00) dollars per day for each working day until the job is 100% completed, accepted, and approved by the Engineer. The job is not considered 100% complete until ALL ITEMS of work, including clearance of deficiencies, are finished.

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as

possible, the contractor in carrying out his work must employ such methods or means so as to not cause any interruption of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing, addressed to:

St. Charles County Highway Department
Attn: Jeff Spalding
201 North Second Street, Room 429
St. Charles, Missouri, 63301

or by e-mail to Jeff Spalding at jspalding@sccmo.org

To be given consideration request must be received at least one (1) week prior to the date fixed for the opening of bids.

Any and all such interpretations to the specifications which, if issued, will be faxed, delivered by courier, or mailed by certified mail with return receipt to all prospective bidders (at the respective addresses furnished for such purposes), not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. The contractor shall sign all addenda acknowledgments issued by the County and return it with the bid proposal.

General questions about County bidding procedures should be emailed to the St. Charles County Purchasing Department at Purchasing@sccmo.org.

10. POWER OF ATTORNEY:

Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

12. METHOD OF AWARD-LOWEST RESPONSIVE, RESPONSIBLE BIDDER:

The contract will be awarded to the lowest responsive, responsible bidder, however the County reserves the right to reject any or all bids.

13. OBLIGATION OF BIDDER:

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form instrument or document shall in no way

relieve any bidder from any obligation in respect to his bid.

14. TAXES:

Bidders shall include in their proposals any sales or use taxes, which they are required by law to pay. The County shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

15. RIGHT-OF-WAYS:

The County will provide all right-of-ways upon which work is to be done.

16. INSURANCE:

The contractor, including any sub-contractor(s), shall carry adequate liability, property damage, workers compensation and other such insurance coverages as may be deemed necessary by the County in the performance of the Contract. All insurance(s) shall be written by a company licensed to do business in the State of Missouri and satisfactory to the County in amounts no less than those specified below.

The insurance must include blanket underground coverage including, but not limited too, accident or injury to the destruction of wires, conduit, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury or accident is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating burrowing, tunneling or drilling. The policy's must provide coverage for accident, injury (or death) to or destruction of any property arising from blasting or explosion or the collapse of or structural damage to any buildings or structures due to grading of land, excavating, burrowing, backfilling or tunneling.

The cost of the insurance shall be included in the price bid for the various items or work and no additional payments will be made therefore.

The County shall have the right to require contractor (and/or sub-contractor) to increase any or all such insurance policy limits while the contract work is in progress in the event the County Engineer, or his designee, determines that unusual or special risks revealed by the work so required and in such amounts as the County may determine to be appropriate.

Certificates of Insurance evidencing such coverage, must be furnished, prior to the signing of the contract with the County. The County shall be named as an Additional Insured on each of the respective policies and include a provision for at least thirty (30) days written notice to the County of any material change or cancellation.

Workers' Compensation: Statutory limits and Employer's Liability with limits no less than \$500,000.

Automobile, General Liability and Property Damage: Minimum coverage to be maintained by Contractor and each sub-contractor in the amount of \$1,500,000 for bodily injury or death to any one person and \$3,000,000 per occurrence. Property Damage of at least \$1,000,000. In the alternative, a Combined Single Limit policy in the minimum amount of \$3,000,000. Automobile coverage must include non-owned vehicles.

17. PERFORMANCE BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the County, 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 for other items.

18. 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 authorized to do business in the State of Missouri and satisfactory to the County, conditions for the faithful payment of this Contract. 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 for other items.

19. BID RESULTS:

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Department at purchasing@sccmo.org, *no phone calls please*. Include the name and number of the bid and date of the bid opening when requesting the results. 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.

20. USE OF ST. CHARLES COUNTY IN ADVERTISING:

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.

21. 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.

22. GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the **St. Charles County Standard Specifications for Arterial Highway Construction, 2006** (hereinafter referred to as the Standard Specifications) for the roadway and insurance ASPHALT OVERLAY 2014

requirements together with the General and Job Special Provisions and other County and State requirements contained in the contract documents.

Special attention is called to the following sections:

- A. The contractor shall comply with all the provisions of Section 806 in regards Temporary Water Pollution and the Storm Water Pollution Prevention Plan.
- B. The contractor shall comply Section 106.9 in regards to the Buy America Policy.
- C. The contractor shall be familiar with Sections 104.2 Differing Site Conditions, 104.3 Changes in the Work, 104.4 Notification of Differing Site Conditions and Changes in the Work, 105.1.2 Suspension of Work, 108.6 Temporary Suspension of Work, 108.15 Suspension of Work Directed by the Engineer, 109.4 Differing Site Conditions and Changes in the Work, and 109.12 Change Orders.

23. SCOPE CHANGES

The County reserves the right to remove a portion of the work if insufficient funds are available to cover the entire amount of the bid.

24. SAFETY PROGRAM TRAINING REQUIREMENT:

All contractors and subcontractors are subject to and must comply with the requirements of section 292.675 of the Revised Statutes of Missouri, which are included in the Job Specifications.

25. 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 Sec. 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 RSMO Sec. 285.530. [RSMO Sec. 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 (page 11) 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:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

PROPOSAL for SEALED BID 14-125

TO: St. Charles County Highway Department
201 North Second Street, Room 429
St. Charles, MO 63301

In response to the advertisement inviting proposals for the furnishing and placement of 2” overlays of Type “BP-1” asphaltic concrete and full width milling (along with incidentals including tack coat, milling for butt joints, and specified traffic control measures), in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

DESCRIPTION	APPROX. QUAN.	UNIT PRICE	COST
2” asphalt overlay, BP-1	7,145 TONS	_____	_____
Cold milling	30,517 SY	_____	_____
TOTAL			\$ _____

2. Do you as the Contractor wish to be bound by the provisions of the Asphalt Cement Price Index?

_____ YES

_____ NO

Indicate your decision by either checking Yes or No. Failure to indicate your preference will be interpreted to mean that you elect to NOT participate.

Suitable bid security in the amount of _____ Dollars (\$ _____) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall fully complete all work under this contract within thirty (30) working days, the rate of progress and the time of completion being essential conditions of this contract.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

FIRM NAME _____
BY _____
TITLE _____
ADDRESS _____
TELEPHONE _____
DATE _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

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.

The Contractor shall 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: _____

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)

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

Signature of Notary

Date

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.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

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

CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: _____

By: _____

Date: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

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

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

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

**Estimated Quantity Breakdown
Asphaltic Concrete Overlay 2014
AO-14**

<u>District</u>	<u>Subdivision</u>	<u>Road</u>	<u>From</u>	<u>To</u>	<u>Length (ft)</u>	<u>Width (ft)</u>	<u>Thick ness (in)</u>	<u>Mill</u>	<u>Tons</u>	<u>SY Mill</u>	
	-	-	-	-	-	-	-	-	-	-	
Overlay and Milling by Contractor											
Eastern	St. Charles Hills	Abbey St	Zumbehl Rd	Golfway Dr	1724	24	2	Full Mill	510	4,600	
Eastern	St. Charles Hills	Ainsworth Ct	Golfway Dr	Cul De Sac	528	24	2	Full Mill	180	1,635	
Central	Park Charles	Asherton Dr	All	All	1400	22	2	Full Mill	380	3,422	
Central	Park Charles	Newberry Dr	All	All	1885	22	2	Edge	510	2,932	
Central	Park Charles	Newberry Ct	All	All	220	22	2	Edge	110	342	
Central	Park Charles	Teakwood Ct	All	All	82	22	2	Full Mill	70	628	
Central	Woodcliff Lake Est	Beldeer Rd	All	All	1,280	24	2	Full Mill	375	3,385	
Central	Woodcliff Lake Est	Huntington Dr	All	All	1,350	24	2	Full Mill	410	3,700	
Overlay by Contractor											
Southern		Augusta Bottom Rd	Beginning of SCC Maint	Emke Rd	5,280	22	2	Butt Joints	1,500	NA	
Southern		Femme Osage Creek Rd	2012 Overlay	Cappeln Osage Rd	4,091	22	2	Butt Joints	1,100	NA	
Southern		Femme Osage Creek Rd	2012 Overlay	1.3 Miles from Hwy F	7,128	22.5	2	Butt Joints	2,000	NA	
Full Width Mill Only (Overlay by County)											
Central	Sunny Meadows	Chalin Dr	All	All	1,280	23	2	Full Mill	NA	3,229	
Central	Sunny Meadows	Martin Dr	All	All	820	23	2	Full Mill	NA	2,017	
Central	Sunny Meadows	Soutee Dr	All	All	1,820	23	2	Full Mill	NA	4,627	
									Contract Total	7,145	30,517

JOB SPECIFICATIONS

1. GENERAL INFORMATION

The County of St. Charles, Missouri, is receiving sealed proposals for asphalt concrete overlay work on various County roads. The project shall include all work incidental to the supply and laying of approximately 7,145 tons of Type "BP-1" asphaltic concrete material, to be paid for by the ton. Full width milling and milling at entrances and side streets of approximately 30,517 square yards will be paid by the square yard.

All work and material shall be in accordance with the St. Charles County Standard Specifications for Arterial Highway Construction – 2006, unless modified herein, and shall be subject to approval by the St. Charles County Engineer. Copies of the specifications for all work contemplated under this contract can be obtained by contacting the St. Charles County Highway Department at 636-949-7305. Special attention is directed to the Technical Specifications contained within this project: Section 4.5, Asphaltic Concrete Incorporating Reclaimed Asphaltic Pavement (RAP) & Asphalt Roof Shingles (ARS). The County will accept Job Mix Formulas that contain RAP and ARS.

The contractor shall comply with the State Statutory Provisions concerning the payment of prevailing wages on public works Section 290.210 through 290.340 RSMo 1959 as amended 1969, and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relations of the State of Missouri. The contractor shall forfeit to the County, one hundred (\$100.00) dollars for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract by him or by any subcontract under him.

Special attention is directed to Paragraph 107.4.1 of the Standard Specifications regarding the identification of the Contractor's Safety Officer. In cases of calls from the County Sheriff's Department or other public safety agencies regarding public safety hazards arising from or related to the work performed under this contract, the County will first try to contact the Contractor's on-site representatives (Superintendent or Project Manager) for correction. When unable to reach the on-site representatives, or in cases where they are non-responsive, the County will contact the Safety Officer. It will be the responsibility of the Superintendent, Project Manager, or Safety Officer to take the actions necessary to immediately correct the public safety concerns identified, regardless of the day or time.

Special attention is also directed to Paragraph 612.30.2 Flaggers and the requirements therein. Additional flaggers may be required where side streets intersect between the two end of work zone flaggers. It is the Contractor's responsibility to provide sufficient flaggers to handle the traffic efficiently and safely.

The Applicant for this Contract will be required to provide proof of lawful presence in accordance with the requirements of Section 208.009 RSMo at or before the Pre-construction Conference. The Applicant for a Corporation or Company will be considered to be the person signing either the Bid Documents and/or the Contract. Proof of lawful presence can be a Missouri Driver's License or any other documentation listed in the statute.

2. CONSTRUCTION SAFETY PROGRAM REQUIRED:

All contractors and subcontractors are subject to and must comply with the requirements of section 292.675 of the Revised Statutes of Missouri, which is included below:

RSMo Section 292.675

The Illegal Aliens and Immigration Status Verification Bill

292.675. Definitions--on-site training required--workers to maintain documentation of completion of training--resolution or ordinance required--violations, penalty--rulemaking authority

1. As used in this section, the following terms shall mean:

(1) "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;

(2) "Contractor", any person entering into a contract with a public body for construction of public works which employs "on-site employees" for purposes of completion of the contract;

(3) "Department", the department of labor and industrial relations;

(4) "On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees". Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction";

(5) "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;

(6) "Public body", the State of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(7) "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. "Public works" includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility;

(8) "Subcontractor", any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract.

2. Any contractor for any public body for purposes of construction of public works and any

subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

3. Any employee found on a work site subject to this section without documentation of the successful completion of the course required under subsection 2 of this section shall be afforded twenty days to produce such documentation before being subject to removal from the project.

4. The public body shall specify the requirements of this section in the resolution or ordinance and in the call for bids for the contract. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section or such employees must hold documentation of prior completion of the program. The public body awarding the contract shall include this requirement in the contract. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The public body awarding the contract shall include notice of these penalties in the contract. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

5. In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the public body and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in

which the public works project is located.

6. If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

7. The department may establish rules and regulations for the purpose of implementing the provisions of this section. Any rule or portion of a rule, as that term is defined in section 536.010, RSMo, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, RSMo, and, if applicable, section 536.028, RSMo. This section and chapter 536, RSMo, are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536, RSMo, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2008, shall be invalid and void.

8. This section shall not apply to work performed by public utilities which are under the jurisdiction of the public service commission, or their contractors, or work performed at or on facilities owned or operated by said public utilities.

9. The provisions of this section shall not apply to rail grade crossing improvement projects where there exists a signed agreement between the railroad and the Missouri department of transportation or an order issued by the department of transportation ordering such construction.

10. This section shall take effect on August 28, 2009.

(Statutes are subject to change by the Missouri General Assembly.)

3. 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 Sec. 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 RSMO Sec. 285.530. [RSMO Sec. 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 (page 11) 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:*

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

4. CONSTRUCTION REQUIREMENTS

4.1 General. All material shall meet the specifications in the 2006 edition of St. Charles County Standard Specifications for Arterial Highway Construction. The County will accept asphaltic concrete incorporating reclaimed asphaltic pavement (RAP) and asphalt roofing shingles (ASR) in accordance with section 4.5 included herein.

4.2 Cold Milling

4.2.1 Necessary milling at entrances of subdivisions, side streets and/or driveways and full width milling shall be paid by the square yard.

4.2.2 The Contractor must coordinate with the County Highway Department Central District through the project inspector prior to milling the streets in the Sunny Meadows Subdivision to ensure that the milling work is not performed prior to the County being ready to pave.

4.2.3 All millings, hauling, and disposal will be the responsibility of the contractor. St. Charles County maintenance facilities will not receive any millings.

4.2.4 The milling operation will not be performed more than three (3) days prior to paving.

4.3 Tack Coat

4.3.1 Any tack coat that is necessary between the layers will be incidental and at the contractor's

expense.

4.3.2 A tack coat of 0.05 to 0.10 gallons per square yard shall be applied prior to installation of asphaltic concrete overlay and the cost will be included in the unit price per ton for asphalt. The distance ahead of the paver shall be kept to a minimum and shall be subject to approval from the on-site County Engineer's representative.

4.4 Mix Designs

4.4.1 The mix design for this material must meet the standards of St. Charles County's Arterial Street specifications for Asphaltic Concrete Pavement with or without the use of Reclaimed Asphalt Pavement (RAP) or Asphalt Roofing Shingles (ARS) as described in section 4.5 in this project. A mix design must be submitted based on the type of asphaltic cement proposed.

4.4.2 The aggregate used on this project shall be in accordance with the 2006 edition of St. Charles County Standard Specifications for Arterial Highway Construction and aggregate may be used only from a State approved stock pile.

4.4.3 Prior to start of construction, the contractor shall supply to the County the name of the asphaltic concrete supplier that will be used for this project. No mixture will be accepted for use until the job-mix formula for the project is approved by the engineer.

4.4.4 Prior to start of construction, and periodically during construction, the contractor shall have a materials testing firm furnish to the County Engineer the absorption rate of the aggregate stockpiled and used for this work and the percent of liquid asphalt to be used in the design mix. A certification by a Professional Engineer is to be provided to the County Engineer that the percent of liquid asphalt to be used for the design mix adequately takes into account the absorption rate of the aggregate, and if the absorption rate changes, the appropriate adjustment in the amount of liquid asphalt used must be made.

4.5 Asphaltic Concrete Incorporating Reclaimed (RAP or ARS) Asphaltic Pavement

4.5.1 Description. This work shall consist of using Reclaimed Asphalt Pavement (RAP) or Asphalt Roofing Shingles (ARS) as a component material that shall be combined with new mineral aggregates, mineral filler and asphalt cement prepared in a stationary plant to be used for base, wedging, leveling and surface courses of pavement. The combined mixture shall meet the grading requirements, within specified tolerances, of the job mix formula (JMF). The mixture shall be placed on a prepared aggregate base or underlying course in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans.

Unless otherwise stated, specification section references are from the version, in effect at the time of this contract, of the St. Charles County Standard Specifications for Arterial Highway Construction and its supplements. All applicable provisions of Section 401 Plant Mix Bituminous Pavement and Section 405 Plant Mix Bituminous Base Course, shall apply except as altered in this Special Provision. These mixes will be identified in this Special Provision as Hot Mix Asphalt (HMA).

4.5.2 Materials. All materials shall conform to Division 1000, Materials Details and specifically as follows:

Item	Section
Asphalt Cement (binder)	1015

Coarse Aggregate	1002.2
Fine Aggregate	1002.3
Mineral Filler	1002.4
Salavge Asphalt	203, 622

The Engineer will designate the grade and amount of asphalt cement after examination of the reclaim (RAP or ARS) and new mineral aggregates the Contractor proposes to furnish. The right is reserved by the Engineer to designate the asphalt cement grade at the time the job mix formula is tested and approved.

4.5.3 Reclaim. The reclaim RAP shall be processed or crushed to a maximum size of 3/4 in. square sieve. Scalping off of occasional oversize chunks without further reduction will be permitted. The removal and any further reduction operations shall be performed in such a manner as to minimize aggregate fracture in the RAP. The reclaim ARS shall be reduced to a nominal size (100%) passing the 3/4 in sieve and shall be 90 to 95 % passing the 1/2 in sieve.

4.5.3.1 Deleterious Substances.

ARS shall consist of waste from a shingle manufacturing facility or post consumer shingles that contains no harmful quantities of asbestos in accordance with guidelines provided by the Environmental Protection Agency (EPA). The manufacturer shall provide test results or Certification for Bulk Sample Analysis, known as Polarized Light Microscopy when post-consumer shingles are used, to certify ARS materials are free of asbestos. This test (or certification) shall be performed at the rate of one test (certification) per year minimum and for every 10,000 tons stockpiled after processing. The blending of tear-off materials from roofs (post-consumer asphalt shingles) will not be allowed to be performed with manufacturing shingle waste and shall be stockpiled separately. ARS shall be stockpile separately from other materials. ARS shall contain:

- 1) No more than 1.5 % by total weight (mass) of wood particles and
- 2) Shall contain no more than 3.0 % by total cumulative weight of extraneous waste materials, including, but not limited to: dirt, nails, wood, insulation, roofing paper, metal flashings, coal tar epoxy, rubber materials, paper, plastic, brick, tar, waterproofing materials and other materials detrimental to the reclaimed ARS asphalt pavement.

For post-consumer ARS, the manufacturer shall provide a supplier certification that contains “The Asphalt Roofing Shingle (ARS) materials stockpiled contain no harmful quantities of asbestos in accordance with current guidelines provided by the EPA with the submitted mix design. The Contractor shall be aware that asphalt plant emissions could be effected and shall comply with Federal, State and local ordinances.

RAP material shall consist of waste material from milling of asphalt pavement that can include material from Chip Seal and micro-surfacing projects. RAP material, after coating removal, shall be in accordance with Sec 1002 for deleterious and other foreign material.

4.5.4 Stockpiling Reclaimed Material. The RAP and ARS shall be stockpiled in accordance with Section 1001.11. No haul units or loading equipment shall be permitted to operate on the reclaim stockpile. Equipment used to charge the bituminous mixing plant bins shall be operated so as to prevent contamination and consolidation of the RAP and ARS. Regardless of the method of storage and handling, the RAP and ARS shall be kept free of all contaminants. Each approved Reclaimed Asphalt Pavement (RAP) or Asphalt Roofing Shingle (ARS) stockpile shall require a separate mix design. The Contractor shall ensure that the approved stockpile size is adequate for each project. Stockpiles shall be identified by two classifications:

- 1) A Class 1 RAP or ARS stockpile shall consist of salvaged RAP/ARS (manufactured shingle waste) from one source only and may be processed into a single stockpile.
- 2) A Class 2 RAP or ARS stockpile shall consist of salvaged RAP/ARS (post-consumer asphalt shingles) from multiple sources.

ARS shall be ground to a nominal size (100%) passing the 3/4 in sieve and shall be 90 to 95% passing the 1/2 in sieve. Class 2 RAP shall be re-crushed or processed to a 3/4 in. nominal maximum size. When Class 2 RAP or ARS is used for Superpave, the Class 2 RAP or ARS shall be screened over a No. 4 deck screen and separated into 2 stockpiles (Plus No. 4 and Minus No.4). Class 2 RAP or ARS used for bituminous pavements may be processed as Class 1 material into a single stockpile. No stockpiled RAP or ARS material will be incorporated into any HMA prior to testing and approval by the County. The Contractor may blend the ARS with sand when required to avoid conglomeration of ARS particles.

All RAP material shall be tested in accordance with AASHTO T 327. The RAP coating shall be removed by either extraction (AASHTO T 319) or binder ignition (AASHTO T 308) methods. The material is to be tested in the Micro-Deval apparatus at the frequency of one test for every 1,500 tons stockpiled. The percent loss shall not exceed 22%.

4.5.5 Composition of Mixture. The RAP or ARS, the virgin mineral aggregates, including required mineral filler, and asphalt binder shall be combined in such proportions that the composition by weight of the recycled mix is within the range for the appropriate HMA specified in the contract. The recycled mixture shall comply with the applicable HMA Composition of Mixture specifications, except as altered in this Special Provision.

4.5.6 Job Mix Formula. When a representative quantity of RAP or ARS has been placed in the stockpile, the Contractor shall obtain in the presence of the Engineer, samples of asphalt binder, minus 3/4 in. sieve RAP or ARS, and the proposed new aggregate fractions for tests. The samples shall be of the size designated by the Engineer and shall be submitted to the Laboratory at least 45 days before producing the mixture on the project. The Contractor shall also submit for the Engineer's approval, a job mix formula for the recycled mixture to be supplied for the project. The job mix formula shall include the type and sources of all materials and shall state a definite percentage for RAP or ARS and each new aggregate fraction. For post-consumer ARS, the manufacturer shall provide, with the mix design, a supplier certification that contains: "The Asphalt Roofing Shingle (ARS) materials stockpiled contain no harmful quantities of asbestos in accordance with current guidelines provided by the EPA". No sampling of ARS or verification of mix design will be performed without this certification.

The maximum amount of RAP or ARS will be permitted provided JMF requirements, and environmental regulations of other agencies can be met. The Engineer may adjust the quantities as necessary to obtain the required characteristics of the mixture. The percentage of reclaim, new mineral aggregates, new mineral filler and asphalt cement to be used will be designated by the Engineer at the time the job mix is approved. During manufacturing, the RAP or ARS proportions shall not be adjusted to achieve the required mix volumetric requirements. When unsatisfactory results or other conditions make it necessary or should a source of material be changed, a new JMF may be required.

4.5.6.1.1 Wearing surface Courses. When only RAP is used in the mixture, a maximum of 15.0% by weight of the total mixture will be permitted in wearing surface courses. When only ARS is used in the mixture, a maximum of 5.0% by weight of the total mixture will be permitted.

4.5.6.1.2 Subsurface Base Courses. When only RAP is used in the mixture, a maximum of 20.0% by weight of the total mixture will be permitted in subsurface base courses. When only ARS is used in the

mixture, a maximum of 5.0% by weight of the total mixture will be permitted.

4.5.6.1.3 Combination of RAP and ARS. When RAP and ARS recycled materials are used in combination, the ARS will be limited to a maximum of 2% of the total recycled asphalt pavement (RAP) allowed. This 2% ARS would be deducted from the total RAP allowed. So the maximum amount ARS and RAP in a wearing surface would be 2% ARS and 13% RAP.

4.5.7 Gradation Control. The gradation of the RAP or ARS will be determined when the JMF is approved. The gradation of the RAP or ARS on the approved JMF shall be used along with gradation of the new mineral aggregates and mineral filler. During production, the gradation of the aggregates will be determined from samples taken from the hot bins on batch-type or continuous mixing plants or from the composite cold feed belt on drum mix plants. These gradations, along with RAP or ARS gradations, will be used as a gradation control.

4.5.7.1 Asphalt Roofing Shingle (ARS) Aggregate Gradation. Collect a representative sample of each ARS stockpile and proceed in accordance with AASHTO T 319 to extract the shingle aggregate. ASTM D 228, Sections 13 or 14 may be used when it is not necessary to retain the shingle asphalt binder.

Determine the ARS gradation, after removal of the shingle fiber present in the shingle, by testing the aggregate in accordance with AASHTO T 30. Since the major portion of the shingle fiber will be retained on a No. 4 (4.75 mm) sieve, the fiber can be removed by tweezers or other appropriate method before grading the shingle aggregate during the AASHTO T 30 test procedure.

4.5.7.2 Recycled Asphalt Pavement (RAP) Aggregate Gradation. The gradation on the aggregate reclaimed from the RAP shall be performed by either extraction (AASHTO 319) or binder ignition (AASHTO T 308).

4.5.8 Equipment. A drum mix plant with modifications for the addition of recycled material may be used. The modifications for the addition of this material shall meet the approval of the Engineer. The drum mix plant and the proportioning of recycled material shall comply with Section 404.5, Drum Mix Plants.

Batch or continuous mixing plants shall comply with Sections 404.3 and 404.4 except as hereinafter provided. A separate cold feed shall be provided for the RAP or ARS. Vibrators may be required on the RAP or ARS feed gate if continuous proportioning is used. The RAP or ARS may be introduced through a dryer or may be introduced into the mixing unit of the plant immediately after proportioning. Regardless of the method of introduction to the mixing unit, the RAP or ARS shall be accurately proportioned by weight or volume within 2% of the quantity of RAP or ARS required.

4.5.9 Construction Requirements. The recycled mixture shall comply with the requirements of Sec 401.5 through 401.15.

4.5.10 Method of Measurement. Sec 401.16 shall govern.

4.5.11 Basis of Payment. Sec 401.17 shall govern.

4.6 Asphaltic Concrete Installation

4.6.1 The work shall be bid as a unit price per ton for asphaltic concrete overlay. The price per ton of asphalt shall include sweeping as required, tack coat, 2" overlay, and all incidentals, including traffic control and milling butt joints at locations necessary to match new and existing surfaces, such as end of

overlay, bridges, box culverts, etc..

4.6.2 Any variations in pavement overlay width, course thickness, or construction procedures shall be permitted only upon approval of the County Engineer or his approved representative.

4.6.3 Asphalt will be laid during daylight hours only.

4.6.4 The contractor is hereby notified that problems such as surface spalling and striping cannot be tolerated and if it does occur, the County Engineer may require complete removal and replacement or additional overlay at no cost to the County.

4.6.5 The BP-1 mix shall be laid with a track paver and electronic slope and grade control must be utilized on this process.

4.6.6 Repair of damage to any driveways or side streets shall be made at the contractor's expense and shall be considered included in the bid.

4.6.7 The contractor shall use care, including restricting load size to prevent damage to the existing streets in this reconstruction work.

4.7 Asphalt Cement Price Index Specification

4.7.1 Asphalt Cement Price Index Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling and asphaltic concrete pavement that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. For clarity, we will use the May 2014 price for the St Charles County opening of June 10, 2014 as the price at the time of bid. The monthly base price, established prior to the monthly bid opening, shall apply to payment invoices for the following month.

4.7.2 The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items that are set up by the wet ton mix. The percentage of virgin asphalt as shown in the job mix formula approved for the project will be the basis for adjustments for any asphalt mix that has been placed on the project during the monthly index period. The effective asphalt obtained from the use of recycled asphalt pavement (RAP) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using PG64-22, PG70-22 or PG76-22.

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

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

Where:

- A = Adjustment for mix placed during monthly average index period
- B = Tons of Mix Placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula in use
- D = monthly average price at time mix placement
- E = monthly average price at time of bid (May 2014)

T = 1.04225 to account for Missouri State use tax

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

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

4.8 Erosion and Sediment Control. The contractor shall comply with all the provisions of Section 806 of the 2006 St. Charles County Standard Specifications for Arterial Highway Construction in regards to Erosion and Sediment Control. This section in conjunction with the Contract Drawings makes up the Storm Water Pollution Prevention Plan (SWPPP) for the project. It is the Contractor’s responsibility to prevent storm water pollution throughout the project.

4.9 Traffic Control

4.9.1 All traffic control items shall be in accordance with applicable portions of Division 100 and Division 600 of the 2006 St. Charles County Standard Specifications for Arterial Highway Construction, the Work Zone Management Plan in this document, and the latest Manual for Uniform Traffic Control Devices (MUTCD).

4.9.2 Traffic shall be staged so there are a minimum of two ten-foot lanes open to traffic open at any one time.

4.9.3 The work provided herein will not be measured for payment, as it will be considered incidental to the contract. Traffic Control shall include furnishing, installing, relocating, and maintaining all traffic control including channelizers, warning lights, flagmen, pavement edge drop off protection, temporary pavement markings, pavement marking removal, signage, type III barricades, advanced warning arrow panel, and other work and materials which may be required to properly protect the work and provide safety to the public.

5. PROJECT SUBMITTALS AND CLOSEOUT

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

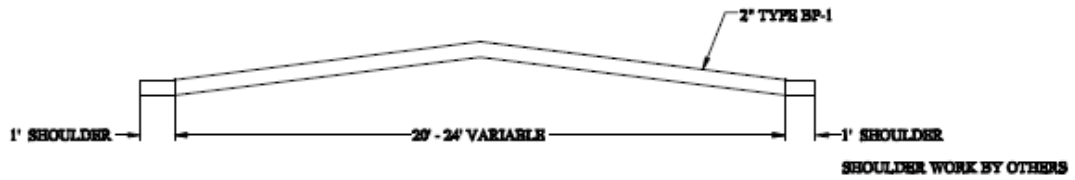
- Bid Guaranty (IB-2) Submitted: _____
- Contract Agreement (CA-1 to CA-3, IB-1) Submitted: _____
- Performance Bond (PB-1&2, IB-5) Submitted: _____
- Payment and Material Bond (PMB-1, IB-5) Submitted: _____
- Certificate of Insurance (IB-4 to IB-5) Submitted: _____
- Affidavit of Work Authorization (IB-7) Submitted: _____

- Preliminary Work Schedule Submitted: _____
- List of Subcontractors (IB-1) Submitted: _____

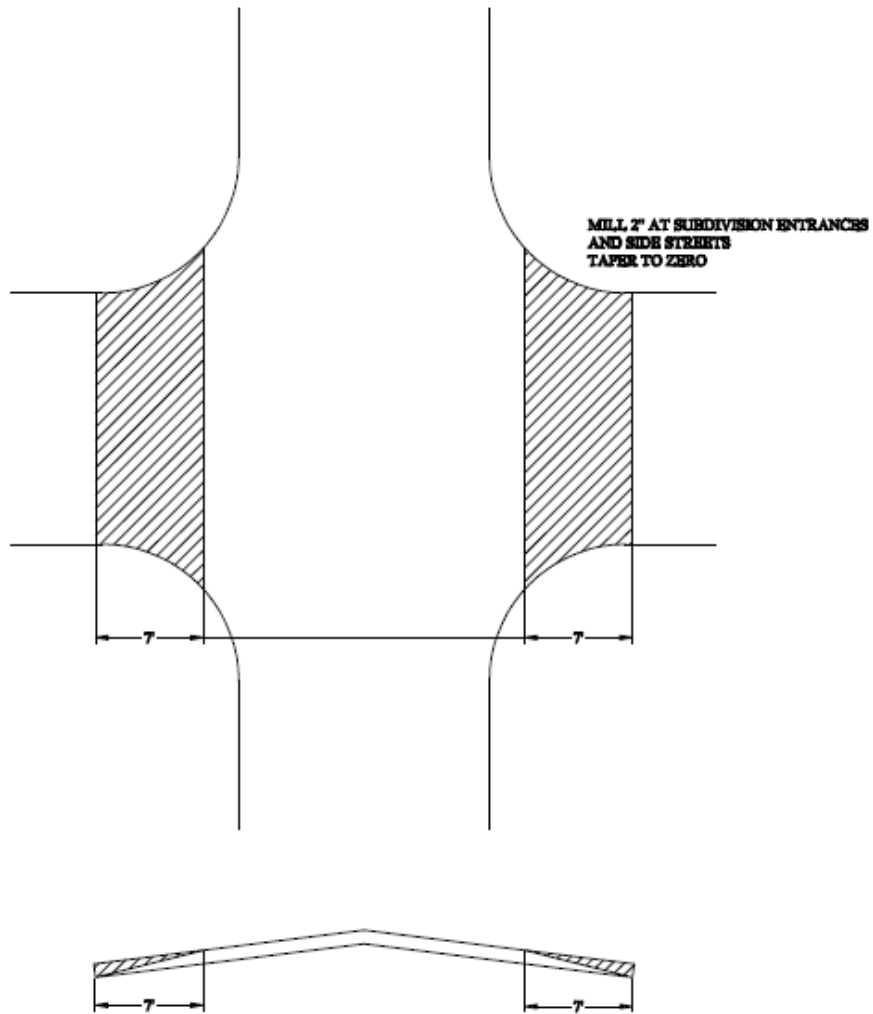
5.2 The following documents are required from the CONTRACTOR to make Final Payment:

- Prevailing Wage Affidavit (Prime & Subcontractors) Submitted: _____
- Contractor's Certification Regarding Settlement of Claims (Prime) Submitted: _____
- Contractor's Final Lien Waiver (Prime) Submitted: _____
- All Subcontractors, shall supply final lien waivers for all material, labor and equipment. Submitted: _____
- Contractor's Final Pay Invoice (Prime) Submitted: _____
- Final Change Order (Prime) Submitted: _____
- Final inspection and approval by the COUNTY ENGINEER Submitted: _____

**TYPICAL SECTION
BP-1**



MILLING BUTT JOINTS



WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule

2.1 Traffic management schedules shall be submitted to the engineer for review at or before the preconstruction meeting and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours. Any closures on MoDOT routes must be approved prior to closure by MoDOT. The notification of any lane closure is the responsibility of the contractor and the cancellation of lane closures is the responsibility of the County.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 4:00 p.m. on the last working day preceding the holiday until 8:00 a.m. on the first working day subsequent to the holiday.

3.2 The contractor shall not perform any construction operation on the roadway, (including the hauling of material within the project limits), during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Working hours for evening, weekends and holidays will be determined by the engineer.

4.0 Detours and Lane Closures.

4.1 At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

4.2 Temporary daytime closures of one lane will be permitted provided adequate warning signs and flagmen to safely control traffic during construction are in place. Operations will be immediately

suspended should traffic restrictions be attempted on the existing roadway without the necessary flagmen being in place and properly equipped. No further payment will be made on the project until the Contractor has provided to the County sufficient proof that proper flagging procedures will be followed during any future operations requiring it.

4.2.1 On multi-lane pavements, lane closures will be permitted through the usage of flashing arrow panels, signage, and channelizers in lieu of flagman. A comprehensive lane closure plan, following the requirements spelled out in the Manual for Uniform Traffic Control Devices (MUTCD), must be submitted for approval prior to any lane closure. Arrow panels must be in good working order and all signs and channelizers must be clean and in generally good condition.

4.3 In addition, the Contractor is hereby advised that regular (no less than twice weekly) checks of the traffic control devices placed under this contract shall be conducted. The Contractor shall take immediate action to correct any devices found to be missing, out of place, or in need of repair or cleaning. Failure to correct any deficiency, whether found by the Contractor or as notified by the County, will result in the withholding of payment from the Contractor's invoice until such time the corrections are made and the devices are in place according to the original plan, or any approved modification thereof.

4.4 No traffic switch can be made unless the necessary striping, whether temporary or permanent, is in place. Sufficient notice must be given to the County to allow proper notification to be made regarding the proposed traffic switch.

4.5 The contractor's attention is called to Paragraph 620.2.2 of the Standard Specifications. Temporary striping is required at the end of each days paving. Permanent striping must be placed within 5 days of placement of the final lift of asphalt or prior to opening concrete pavement to traffic.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

St Charles County Sign Quantities

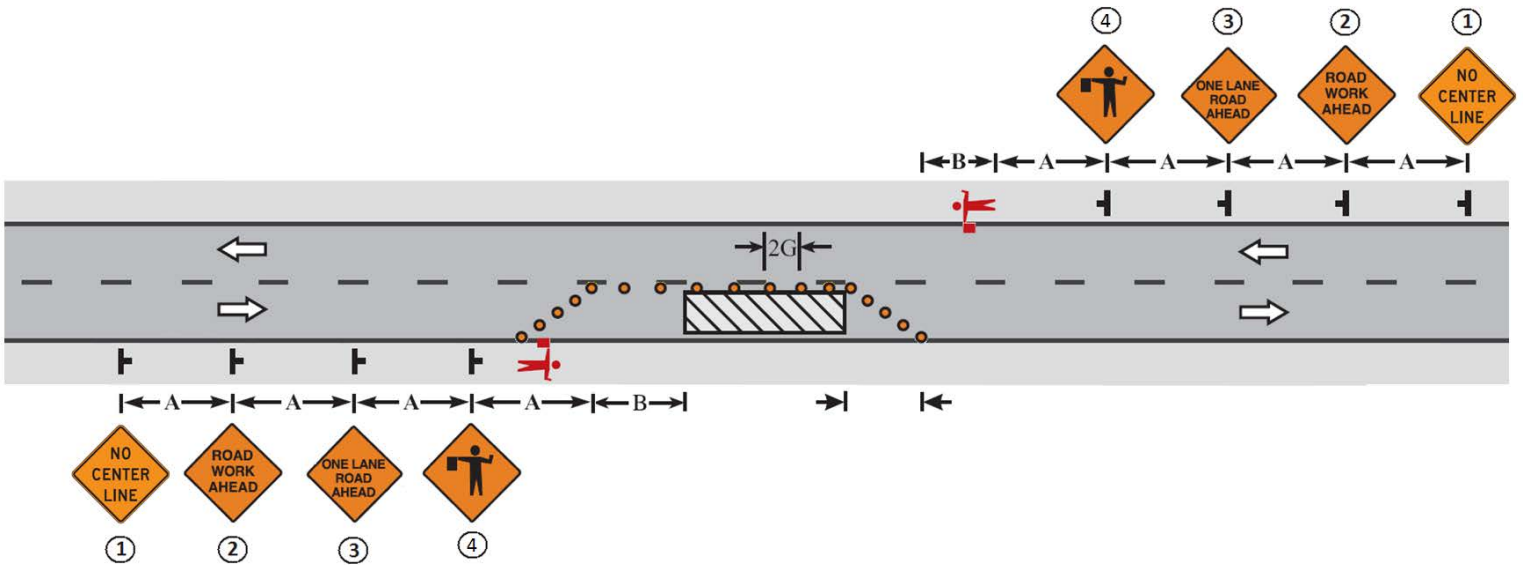
Summary of Quantities

Sign No.	Sign	Color	Size (IN)	Area (SF)	Quantity	Total Area (SF)	Mounting	Description
①	W8-12	Black on Orange	48x48	16	2	32	Portable	No Center Line
②	W20-1	Black on Orange	48x48	16	2	32	Portable	Road Work Ahead
③	W20-3	Black on Orange	48x48	16	2	32	Portable	One Lane Road Ahead
④	W20-7	Black on Orange	48x48	16	2	32	Portable	Flagger (Symbol)
Construction Sign Total						128		

1. Payment for construction signs and traffic control devices to be included in lump sum payment for traffic control if included in the contract or as incidental to other work if no bid item.

2. Refer to MoDOT Standard Plan 616.10 for sign and mounting requirements.

LANE CLOSURE, TWO FLAGGERS TWO LANE TWO WAY ROAD



Temporary Traffic Control Distance Charts

Posted Speed Limit Prior to Work Starting (mph)	Advance Warning Sign Spacing (A) feet	Decision Sight Distance (D) feet	Taper Length (12 ft lane) (L) feet	Shifting Taper (L/2) feet		Typical Shoulder Taper (L/3) feet	
				Moving (15 mph max) feet	Stopped feet	Moving (15 mph max) feet	Stopped feet
0 - 30	G = 25 ft	250	200	100		75	
35 - 40		325	325	175		125	
45 - 50	G = 50 ft	600	600	300		200	
55		750	700	350		250	
60 - 65		1000	800	400		275	
70 - 75		1200	900	450		300	

Posted Speed Limit Prior to Work Starting (mph)	Buffer Space (B) feet	Shadow Vehicle Following Distance (F) feet	Protection Vehicle Roll-Ahead Buffer Distance (with or without TMA) (R) feet	
			Moving (15 mph max) feet	Stopped feet
0 - 30	G = 25 ft	250 - 550	100	100
35 - 40		325 - 700	100	100
45 - 50	G = 50 ft	600 - 900	175	125
55		750 - 1200	175	125
60 - 65		1000 - 1400	225	175
70 - 75		1200 - 1600	225	175

NOTES:

1. The approach sight distance to the flagger shall be at least the Decision Sight Distance.
2. During nighttime operations, illuminate both the flaggers and the work space with portable lights.
3. The ONE LANE ROAD AHEAD sign may be omitted when the posted speed limit is 40 mph or less.
4. The two-way taper should be 50 feet and using 5 equally spaced channelizing devices.

CONTRACT AGREEMENT
ASPHALT OVERLAY PROJECT AO-14
Sealed Bid 14-125

This Agreement, made between _____, hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of _____/100 (\$ _____), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the County Engineer to begin work and shall fully complete all work under this contract within Thirty (30) working days. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred (\$300.00) dollars per day for each working day until the job is completed, accepted, and approved by the Engineer.

ARTICLE 3. 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 in the proposal for the quantity actually installed. A 5% retainage will be held from all invoices submitted to the County for payment until the final lien waivers and other close out paperwork are furnished to the County.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. 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, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of

the amount due the contractor along with the final lien waivers. This estimate shall be based on tons of asphalt placed and square yards of milling, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

ARTICLE 7. 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 (100) dollars 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. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

The contractor to whom the contract is awarded and any subcontractor under such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the County two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 9. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

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.

The Contractor shall 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the County this _____ day of _____, 20__.

Executed by the Contractor this _____ day of _____, 20__.

CONTRACTOR _____;	ST. CHARLES COUNTY, MISSOURI
BY _____	_____
TITLE _____	COUNTY EXECUTIVE
ATTEST _____	ATTEST _____

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order 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.

Robert Schnur, DIRECTOR OF FINANCE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____

_____ of _____

(firm
*a (corporation, duly authorized by law to do business as a construction
(partnership

contractor in the State of _____, and _____

_____ of _____

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held and firmly bound unto the St. Charles County, (hereinafter called the "County"), in the penal sum of _____ Dollars (\$_____).

lawful money of the United States, for the payment of which to be made unto said County, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____ 20____, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said County for the construction of :

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction of such work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise it shall remain in full force and effect, and may be called on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed and held, any contractor on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the contractor in which to perform the contract

- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the County at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in _____ original counterparts as of the _____ day of _____, 20____.

*Line out the inapplicable designation.

		Principal (SEAL)
ATTEST:		
_____	BY	_____
SEAL		_____
ATTEST		_____

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____ ,
Principal and Address
_____, as Principal, and _____ ,
Surety and Address

as Surety, are held and firmly bond unto the County of St. Charles, Missouri, hereinafter called Obligee, in the amount of \$ _____ , for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for _____
describe briefly
_____ ; and

WHEREAS, the Obligee requires the Principal enter into a surety bond satisfying the terms of Section 107.170 R.S. Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment, or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S. Mo.

Signed and sealed this _____ day of _____, 20 _____.

PRINCIPAL

BY: _____

SURETY

BY: _____