



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 13-127**

For

Barn Demolition – Indian Camp Creek Park

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Barn Demolition – Indian Camp Creek Park**. 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 original and one [1] signed copy of the bid must be received in a sealed envelope plainly marked “**13-127 Barn Demolition – Indian Camp Creek Park** ” 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 10/15/2013 at 2:00 pm, in Room 523 of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

A pre-bid site meeting will be held on 10/4/2013 at 10:00 A.M. at the site.

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

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager 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.

BID INQUIRIES

Any questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

Inquiries about the specifications should be made to:

Jim Kent, Parks Superintendent
Parks & Recreation Department
201 North Second Street, Room 510
St. Charles, Missouri 63301
Phone: (636) 949-7535
jkent@sccmo.org

Roger Jonas
Indian Camp Creek Park
Phone 636-463-1465

- The bid number and title shall be referenced on all correspondence.

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 proposals received after the designated time of the receipt of the sealed proposals 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 entity within the St. Charles County 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. 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.

➤ **INSURANCE:**

The successful bidder must agree to provide and maintain during the life of the Contract the insurance(s) listed below, in the minimum amounts specified, with an insurance company licensed to do business in the State of Missouri. All policies must name the County as an additional insured and provide for thirty (30) days written notice prior to any material changes or cancellation.

Workers Compensation: Statutory limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.

Comprehensive General Liability (including automobile): Limits of no less than \$1,000,000/3,000,000/1,000,000 per occurrence or \$3,000,000CSL.

➤ **Bonds:**

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 if the project is to exceed \$25,000.00.

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.

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:

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

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 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 15 days after the contract has been awarded by the County.
- The Contractor **is required to provide a Bid Bond** for this agreement as defined in the above "Terms and Conditions".
- The Contractor **must provide a Performance and Payment Bond** for this agreement as defined in the above "Terms and Conditions" if the project is to exceed \$25,000.00.

Bid Specification

Specifications for Service

Indian Camp Creek Park – Toth Barn Demolition

The St. Charles County Department of Parks and Recreation is soliciting bids for the demolition of a large agricultural barn located at;

**Indian Camp Creek Park
2679 Dietrich Rd.
Foristell, MO. 63348**

This barn is approximately 100' long X 60' wide X 40' tall with a 20' wide lean-to shed on one side.

The foundation is concrete and bedrock.

The walls are concrete block and poured concrete on the lower level and wood frame on the upper level.

There is a deteriorating wooden floor/ceiling between the lower and upper levels.

There are no utilities servicing the structure at this time.

Bidders are encouraged to confirm the building dimensions and the nature of the structure prior to submitting a formal bid.

A onsite pre-bid site meeting is scheduled for October 4, 2013 at 10:00 A.M.

The barn is located ¼ mile west of Highway 61 on Dietrich Rd. and may be viewed for inspection and confirmation of measurements on 10/4/2013. Contractors visiting the site are to follow directional signs to the site.

Contractors wanting to visit the site after this date should arrange for an appointment. See Project Contacts below:

Project Contacts;

Jim Kent (e-mail jkent@sccmo.org) or calling 314-609-8555 on cell phone.

Roger Jonas at Indian Camp Creek Park 636-463-1466.

A standard St. Charles County Contract form is attached to this specification and must be amended with project specific details and completed by both parties, County and Contractor, after bidding but before a "Notice to Proceed" can be issued.

INDIAN CAMP CREEK - TOTH BARN DEMOLITION SPECIFICATIONS

I. SUBMITTALS, GENERAL CONDITIONS & PRE-EXECUTION

A. Permits

Contractor shall provide and secure permits, in accordance with all applicable regulations.

B. Insurance

See insurance requirements as provided in the "Terms and Conditions" section above.

C. Licenses

Contractor shall submit to owner all applicable, current licenses. Licenses shall be kept current for the duration of project. All employees on site must be properly licensed in accordance with State statutes.

D. Health and Safety Plan

Contractor shall prepare and make available, on site, a Health and Safety Plan (HASP). HASP shall conform to current regulations.

E. Waste Management Plan

Contractor shall submit a waste management plan detailing anticipated waste streams, handling, processing and packaging of waste streams and disposition of waste streams.

F. Schedule

This scope of work will be completed by December 15, 2013. Work shall be performed to minimize disruption to owners, tenants, and operations of aforementioned.

II. EXECUTION

A. Scope of Work

1. Demolition and removal of all above-grade construction.
2. Demolition and removal of below-grade construction to an elevation/grade of no less than 3' below finish grade,

B. Structure Razing

1. Contractor shall provide safeguards, including warning signs, barricades, temporary fences, warning lights and other items that are required for protection of all personnel during demolition and removal operations.
2. Contractor shall provide a detailed sequence of demolition and backfilling work.
3. Foundation/walls shall be broken down to an elevation/depth of no less than 3' below finish grade.

C. Waste Disposal/Recycling

1. Transportation

All materials removed from the project site are to be legally transported to the waste disposal or recycling site.

All concrete demolished from the project site assured to be inert materials.

2. Waste Disposal Site

All waste materials shall be removed from the project site and legally disposed of in an EPA and Owner-approved landfill or recycling facility. Certified dump tickets will be required prior to payment

No onsite burning of materials allowed.

D. Recycling/Salvage

1. Construction and Demolition Debris

The contractor is required to make an effort to utilize any recycling option that is economical for the project.

2. Scrap/Salvage

All scrap materials and other items not identified by the owner for salvage shall become the property of the contractor.

All revenue generated from the sale of said materials shall accrue to the contractor.

III. RESTORATION / CLOSEOUT

A. Backfill

1. Backfill Material

Backfill material shall be suitable for compaction and free of deleterious materials.

Do not allow for rocks or lumps greater than 4 inches (i.e. -4" material).

Materials may be from on-site "borrow" sources, crushed masonry, or brought from off-site locations.

2. Site Grading

Rough grade site to a uniform rough grade, so as to minimize pooling and collection of surface water.

Grade so as to provide surface water drainage.

Contractor shall grade the site to minimize the transition between existing and new grades.

B. Project Closeout

1. Upon completion of project, contractor shall provide the following documentation, as deemed necessary for the project.

Waste Disposal Documentation are to include certified dump tickets.

Applicable sign-offs from building department

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: _____

BID FORM

SB 13-127

Barn Demolition – Indian Camp Creek Park

(Bidder name)

Submits the following bid for this project:

TOTAL PROJECT BID PRICE \$ _____

Adder for Performance and Payment Bonds \$ _____

Name and address of land fill that site debris will be properly disposed at: _____

After receipt of purchase order, what is the estimated number of days to complete the project?

All bidders must include a complete listing, which includes quantities and descriptions, of all materials included in the bid.

Authorized signature

Date

COUNTY-CONTRACTORS AGREEMENT

(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.
- l. 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.

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 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):

Title:

ATTESTED BY:

Secretary

ST. CHARLES COUNTY, MISSOURI

By: _____
Steve Ehlmann, County Executive

Date: _____

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:

<i>Description</i>	<i>Sheet Number</i>
--------------------	---------------------

[*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 full-sized 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 washoff 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

24.1 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-2) Submitted: _____
- Payment & Materials Bond (PMB-1, GR-2) Submitted: _____
- Certificate of Insurance (GR-2) Submitted: _____
- Preliminary Work Schedule (GR-6) Submitted: _____
- List of Desired Substitutions (IB-8) Submitted: _____
- List of Subcontractors (IB-2-6, P-9, P-9-13) Submitted: _____

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

- Prevailing Wage Affidavit Submitted: _____
(Prime & Subcontractors)
- Contractor's Certification Regarding Submitted: _____
Settlement of Claims (Prime)
- Contractor's Final Lien Waiver (Prime) Submitted: _____
- Contractor's Final Pay Invoice (Prime) Submitted: _____

24.3 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.

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

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: _____

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

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.

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