



***REQUEST FOR BIDS
SEALED BID 15-070***

FOR

CRACK SEAL 2015

ON COUNTY ROADS

IN

ST. CHARLES COUNTY, MISSOURI

PROJECT CS - 15

***ST. CHARLES COUNTY HIGHWAY DEPARTMENT
301 NORTH THIRD STREET
ST. CHARLES, MISSOURI 63301***

**ROAD WORK
NOTICE TO CONTRACTORS**

Sealed Bid 15-070

Notice is hereby given that the St. Charles County Highway Department will receive sealed bids for crack seal 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 *11:00 a.m, Wednesday, April 15th, 2015*, 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 supplying of material and thorough cleaning, preparing, and sealing existing joints and cracks in pavements, curb line, and driveways of approximately 24.1 miles of concrete streets and 1.7 miles of asphalt streets to be paid by linear foot of centerline.

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 before November 30, 2015. Notice to Proceed is expected to be the 1st of September, 2015.

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 CS-15
SEALED BID 15-070**

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INFORMATION FOR BIDDERS FOR
CRACK SEALING CONCRETE STREETS
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 **11:00 a.m. on Wednesday, April 15th, 2015** 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 15-070: Bid for Crack Sealing 2015 – Project CS-15."

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 by November 30, 2015. The County plans to issue the Notice to Proceed September 1, 2015. 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 calendar 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
301 North Third Street
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 going to our St Charles County Government website @ <http://finance.scemo.org/finance>. **Select vendors & bids/open bids/show closed & cancelled bids/related documents, no phone calls please.** The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

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 within 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 America 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 America Act shall not apply if other exceptions to the Buy America 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 America 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 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 15-070

In response to the advertisement inviting proposals for all work incidental to the supplying of material and thorough cleaning, preparing, and sealing existing joints and cracks in concrete pavements, curb line, and driveways of approximately 25.8 miles of streets to be paid by linear foot of centerline, 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
Crack Sealing Concrete Streets with a width 29 feet or less (Including all preparation)	114,224 LF	_____	_____
Crack Sealing Concrete Streets with a width 30 feet or more (Including all preparation)	12,863 LF	_____	_____
Crack Sealing Asphalt Streets with a width 29 feet or less (Including all preparation)	5,265 LF	_____	_____
Crack Sealing Asphalt Streets with a width 30 feet or more (Including all preparation)	3,815 LF	_____	_____
TOTAL			\$ _____

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 before November 30, 2015, the rate of progress and the time of completion being essential conditions of this contract. Notice to proceed expected to be September 1st, 2015.

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 AMERICA)**

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 America 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

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 _____

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:

**Estimated Quantity Breakdown
Crack Seal 2015
CS-15**

City or County	Subdivision Name	Length of Concrete Streets <= 29' Wide	Length of Concrete Streets >= 30' Wide	Length of Asphalt Streets <= 29' Wide	Length of Asphalt Streets >= 30' Wide	Street Name	Road Width	Street Length
Cottleville	Harmony Ridge Est	1077				HARMONY RIDGE CT	26	1,077
		1244				HARMONY RIDGE DR	26	1,244
		928				HARMONY VIEW DR	26	928
Cottleville	Courtyards at Harmony Ridge	1090				HARMONY LAKE PKWY	26	1,090
		1000				CENTRE LAKE DR	26	1,000
		2100				HARMONY LAKE DR	26	2,100
Cottleville	The Terrace at Columbus Pointe	2002				WAVECREST CIRCLE	28	2,002
		117				WAVECREST WAY	28	117
Cottleville	Manors at Columbus Pointe	1040				NORGATE CT	28	1,040
		2995				ASHBORO DR	28	2,995
		368				DRESSEL DR	28	368
		1460				EMERALD RIDGE DR	28	1,460
Dardenne Prairie	Kings Mill Est	1310				KINGS MILL CT	26	1,310
		324				AVALON CT	26	324
		332				SOVEREIGN CT	26	332
Dardenne Prairie	Hamptons at Dardenne	1700				HAMPTON MEADOWS DR	26	1,700
		393				HAMPTON SPRINGS LN	26	393
		387				HAMPTON WINDS LN	26	387
		377				HAMPTON WOODS LN	26	377
		285				HAMPTON GROVE LN	26	285
Dardenne Prairie	(Arterial Roads)				1125	HIGHWAY N	38	1,125
					2690	HANLEY ROAD	42	2,690
			5175			FEISE ROAD (BRYAN RD TO HANLEY)	41	5,175
			2710			FEISE ROAD (HANLEY RD TO CITY LIMITS)	41	2,710
Dardenne Prairie	Longview Est			3175		LONGVIEW ESTATES DR	23	3,175
Dardenne Prairie	Les Petit Chateaux			2090		DU VALL CT	22	2,090
Weldon Springs	Wrenwyck Place		231			DUNBARTON DR	48	231
		1740				DUNBARTON DR	26	1740
		3085				HENNSLEY CIR	26	3085
		318				HENNSLEY CIRCLE CT	26	318

**Estimated Quantity Breakdown
Crack Seal 2015
CS-15**

City or County	Subdivision Name	Length of Concrete Streets <= 29' Wide	Length of Concrete Streets >= 30' Wide	Length of Asphalt Streets <= 29' Wide	Length of Asphalt Streets >= 30' Wide	Street Name	Road Width	Street Length
Weldon Springs	Wrenwyck Place (cont)	260				E HENNSLEY CT	26	260
		3168				WRENWYCK PL	26	3168
		265				WRENWYCK PLACE CT	26	265
		507				HALIFAX BEND CT	26	507
		293				CHARING CROSS CT	26	293
		766				GRINNELL CT	26	766
St. Charles County	Southgate		96			TARA LN	38	96
		729				TARA LN	26	729
		330				ASHLEY CT	26	330
		689				SCARLET CT	26	689
		578				MELANIE CT	26	578
			1942			RAMONA LN	37	1942
		626				THORNWOOD DR	26	626
		542				BRADFORD DR	26	542
		247				RAMONA CT	26	247
		775				SOUTHGATE DR	26	775
		259				SOUTHGATE CT	26	259
		255				NORWELL CT	26	255
		385				WESTFORD CT	26	385
St. Charles County	Woodstone Est	1939				WOODSTONE DR	26	1939
		262				WOODSTONE CT	26	262
		1177				COBBLESTONE DR	26	1177
		351				COBBLESTONE CT	26	351
		656				SANDALWOOD CT	26	656
		459				FOXWOOD CT	26	459
		2150				SANDSTONE DR	26	2150
		1162				BARLEYSTONE DR	26	1162
		285				BARLEYSTONE CT	26	285
		430				LIMESTONE DR	26	430
			422			WOODSTONE DR	44	422
	770			SATINWOOD CT	26	770		
St Charles County	Park Place	2085				PARK PLACE DR	26	2085
St Charles County	Quiet Meadows	467				QUIET MEADOWS CT	26	467
St Charles County	Fox Hollow		57			ABBY MICHELLE CT	38	57
		381				ABBY MICHELLE CT	26	381
St Charles County	Sunny Meadows Est		65			GARY GLEN DR	36	65
		545				GARY GLEN DR	26	545
St Charles County	Steeplechase	992				HIALEAH DR	26	992

**Estimated Quantity Breakdown
Crack Seal 2015
CS-15**

City or County	Subdivision Name	Length of Concrete Streets <= 29' Wide	Length of Concrete Streets >= 30' Wide	Length of Asphalt Streets <= 29' Wide	Length of Asphalt Streets >= 30' Wide	Street Name	Road Width	Street Length
St Charles County	Steeplechase (cont)	890				DERBY DR	26	890
		1567				BELMONT DR	26	1567
		740				BLUE GRASS DR	26	740
		664				PREAKNESS DR	26	664
		560				FLAMINGO DR	26	560
		1555				CHURCHILL DOWNS DR	26	1555
		505				SANTA ANITA CT	26	505
		310				CHESTNUT CT	26	310
		1892				JAMESTOWN DR	26	1892
		2132				JAMAICA DR	26	2132
		1227				CALUMET DR	26	1227
		1795				STEEPLECHASE DR	26	1795
			255			STEEPLECHASE DR	32	255
St Charles County	Enclave at Sommers Pointe	2076				POINTE LOMA BLVD	26	2076
		743				COUNTRY VISTA DR	26	743
		285				BEACON POINTE CT	26	285
		804				BAYVIEW POINTE CT	26	804
		382				COUNTRY DOWNS DR	26	382
		710				LIGHTHOUSE POINT DR	26	710
		314				LAKEVIEW POINTE CT	26	314
St Charles County	Bluff Meadows Estates	155				DOUBLE TREE LN	26	155
		545				MEADOW LYN DR	26	545
		1045				MEADOW CHASE DR	26	1045
		1520				BLUFF MANOR CIRCLE	26	1520
		290				BLUFF MANOR CT	26	290
		1370				MEADOW CLIFF DR	26	1370
		160				BLUFF CLIFF DR	26	160
St Charles County	Bluff Meadows	1300				MEADOW GLEN CT	26	1300
		317				BLUFF MEADOW CT	26	317
		680				BLUFF VALLEY CT	26	680
		175				BLUFF VALLEY DR	26	175
		940				BLUFF SPRING DR	26	940

**Estimated Quantity Breakdown
Crack Seal 2015
CS-15**

City or County	Subdivision Name	Length of Concrete Streets <= 29' Wide	Length of Concrete Streets >= 30' Wide	Length of Asphalt Streets <= 29' Wide	Length of Asphalt Streets >= 30' Wide	Street Name	Road Width	Street Length
St Charles County	Bluff Meadows (cont)	513				MEADOW PLACE CT	26	513
		911				MEADOW PLACE DR	26	911
		454				MEADOW SPRING DR	26	454
		505				BLUFF SPRING CT	26	505
		263				LYNN MEADOW CT	26	263
St Charles County	Doubletree	475				DOUBLE TREE LN	26	475
		530				DOUBLE TREE CT	26	530
		720				BIRKDALE CT	26	720
		335				GREENSTONE CT	26	335
		880				GREENSTONE DR	26	880
St Charles County	St Andrews Village		360			ST ANDREWS DR	46	360
		1040				ST ANDREWS DR	26	1040
		875				DORNOCH DR	26	875
		240				DORNOCH CT	26	240
		850				GULLANE DR	26	850
		500				PAISLEY CT	26	500
		1290				GLASGOW DR	26	1290
			1375			OLD MORAY PL	32	1375
		720				CARNOUSTIE CT	26	720
		750				LETHAM CT	26	750
		350				GALLOWAY CT	26	350
		1610				SAWYER DR	26	1610
		740				SAWYER DR	26	740
		1315				STERLING TERRACE DR	26	1315
		690				STERLING TERRACE CT	26	690
240				NAIRN CT	26	240		
810				INNISFREE DR	26	810		
St Charles County	Golden Triangle Est	427				CANDLELIGHT CT	26	427
		242				CANDLEGATE CT	26	242
		256				GOLDENGATE CT	26	256
		717				GOLDEN HARVEST DR	26	717
		1797				GOLDENGATE LN	26	1797
		200				PEGASUS TRAIL	26	200
St Charles County	Somerset Hills		175			SOMERSET HILLS DR	38	175
		1080				SOMERSET HILLS DR	26	1080
		1015				SQUIRRELS NEST CT	26	1015
		670				COTTONTAIL LN	26	670
		350				ELDERBERRY CT	26	350
		643				BROOMSEDGE CT	26	643

**Estimated Quantity Breakdown
Crack Seal 2015
CS-15**

City or County	Subdivision Name	Length of Concrete Streets <= 29' Wide	Length of Concrete Streets >= 30' Wide	Length of Asphalt Streets <= 29' Wide	Length of Asphalt Streets >= 30' Wide	Street Name	Road Width	Street Length
St Charles County	Somerset Hills (cont)	285				IVYWOOD CT	26	285
		440				HAYWOOD CT	26	440
		510				DESTIN CT	26	510
		282				CALIDIAN CT	26	282
		571				MEADOW SPRINGS DR	26	571
		1422				CLEARFIELD LN	26	1422
		513				ROCKLEDGE CT	26	513
		233				CLEARFIELD CT	26	233
		1803				RAMBLING PINE DR	26	1803
		955				DOUGLAS FIR CIRCLE	26	955
		307				ARIEL CT	26	307
		268				FAIR CREST CT	26	268
		293				BUCKHORN CT	26	293
775				SOMERSET HILLS CT	26	775		
St Charles County	Village Edelweiss	1185				WHITE ROSE LN	26	1185
		985				POPPY MARIE LN	26	985
		289				EMMA ROSE CT	26	289
TOTALS		114224	12863	5265	3815			

JOB SPECIFICATIONS

1. GENERAL INFORMATION

The County of St. Charles, Missouri, is receiving sealed proposals for crack sealing on various County roads. The project shall include all work incidental to the supplying of material and thorough cleaning, preparing, and sealing existing joints and cracks in pavements, curb line, and driveways of approximately 24.1 miles of concrete streets and 1.7 miles of asphalt streets to be paid by linear foot of centerline.

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 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

CRACK SEALING PROJECT

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

Generally, this project consists of the thorough cleaning and sealing of all cracks and joints in pavements, and curb lines, and the applying of hot poured liquid crack sealer to approximately 24.1 miles of various concrete streets and 1.7 miles of asphalt streets in the County of St. Charles.

The intent of the contract is to provide for the construction and completion of the work described. The Contractor shall furnish all labor, equipment, tools, transportation, materials and supplies required to complete the work in accordance with the plans, specifications and terms of the contract.

4.1 MAINTENANCE OF TRAFFIC

The Contractor will be required to maintain all traffic, thru and local, as required.

Accordingly, the Contractor will not be allowed to seal more than one half (1/2) of the width of a roadway at any given time.

4.2 CONTRACTOR'S WORK SCHEDULE

Payment for this work will be made at the contract unit prices bid for each of the pay items included in the contract. No direct payment will be made for any inconvenience or time lost because of the interference of traffic.

The Contractor shall submit to the Engineer a complete schedule of operations, so that County forces will have an opportunity to perform any preparatory work that may be required.

In all cases, the Contractor shall notify the Engineer, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case will the Contractor be permitted to perform operations without prior approval by the Engineer.

4.3 TRAFFIC CONTROL

It shall be the responsibility of the Contractor to provide, install and maintain, at his own expense, such signs, lights, flagmen, barriers, barricades and other facilities as may be necessary to properly protect the work and to provide for safe and convenient travel by the public through the construction area. "Fresh

Oil," "Men Working," "Flagman Ahead," "Stop" and "Slow" paddles and other designated signing will be provided by the Contractor. Flagmen shall be properly attired and equipped with safety devices. The Contractor is responsible for prior notification of residents for no parking on streets during crack seal operations.

It shall also be the Contractor's responsibility to provide measures to prevent pickup and tracking onto private property. Any tracking onto private property shall be cleaned up immediately by the Contractor.

No direct payment will be made for compliance with this provision.

4.4 CONTROL OF MATERIAL (CERTIFIED TEST RESULTS)

Letters of certification and/or certified test reports indicating compliance with specifications will be required by suppliers of material to be incorporated into the improvements. Such certifications and test reports will be required prior to the placement of such designated materials.

No direct payment will be made for this work.

4.5 JOINT AND CRACK SEALING

4.5.1 Description

4.5.1.1 This item shall consist of the thorough cleaning with suitable tools designed for neatly cleaning and sealing existing joints and cracks in concrete and asphalt pavements, curbs and driveway approaches. This work shall include blowing with an air compressor equipped with a heat wand to thoroughly clean all cracks and joints to be sealed, and the furnishing and installation of hot poured elastic-type crack sealer in accordance with the specifications.

4.5.1.2 All pavement joints and all existing cracks are to be sealed within the limits indicated in the contract.

4.5.2 Materials

4.5.2.1 Material for sealing joints shall be a polymer-based hot-poured elastic-type meeting specification requirements of ASTM D6690 Type I and/or ASTM D6690 Type II. The product shall be comprised of at least 5% crumb rubber. The sealant shall be supplied in solid form which, when melted and properly applied with a squeegee, forms a resilient and adhesive compound that will effectively seal cracks and joints in both asphalt and Portland Cement Concrete pavements. The sealant shall have a minimum pot application life of twelve (12) hours and have re-heat capability at least one (1) time after initial heat-up.

4.5.3 Equipment

4.5.3.1 The Contractor will supply all machines, tools and equipment required to heat and apply the sealer in accordance with the manufacturer's recommendations.

4.5.3.2 Some products will require the use of a double-boiler device. The melting kettle or double-boiler device must be equipped with means to continuously agitate the sealant and with an on-board automatic heat-controlling device with the capability of attaining a predetermined temperature, then maintaining that temperature as long as required by the manufacturer's specified recommendation for temperature of the sealing material.

4.5.3.3 Air compressors shall be provided as required to blow out joints and cracks with a nozzle pressure of at least 125 psi.

4.5.3.4 The Contractor shall submit with his bid a list of equipment he intends to use in performance of this contract. The equipment shall be inspected and approved prior to the award of this contract. The equipment must be maintained and in satisfactory working condition at all times.

4.6 Construction

4.6.1 Preparation of Cracks and Joints

4.6.1.1 Non-compressible and foreign materials shall be hand-loosened in the existing joint to a minimum depth of three-quarters of an inch (3/4") by the use of whatever equipment the Contractor feels necessary. The Contractor shall provide adequate details, explaining and showing the extent of the cleanout work he proposes to do at the existing joints, along with the methods, equipment and construction procedures he intends to employ. All joints and cracks will be blown out with an air compressor equipped with a heat lance that is capable of providing air temperature of 2,500°F.

4.6.1.2 All longitudinal, transverse, edge and/or entrance joints and all interslab cracks wider than one-eighth of an inch (1/8") shall be properly prepared then sealed with hot poured liquid crack sealer. These joints and cracks shall be dry and dust-free prior to applying sealer. All cracks and joints must be squeegeed immediately after sealing to seal off joint and provide a smooth riding surface.

4.6.1.3 Joint interfaces in asphalt pavement must be cleaned to remove old joint sealant to a depth of three-quarters of an inch (3/4") minimum to one-and-one-half inches (1-1/2"). The selective use of a mechanical brush systems may be required to accomplish this work. A heat lance capable of providing air temperatures of 2500°F will be required to remove all forms of moisture ahead of the sealing operation.

4.6.1.4 Joint sealing shall include all joints and cracks between the curbs, the joints at the back of the curb at driveways, at the back of curb at adjoining sidewalks, the curb face adjacent to the asphalt surface to radius return joints at non-sealed intersection, streets, at joints between inlet sumps and sills, and commercial entrances to the Right of Way line as directed by the County representative.

4.6.1.5 The Contractor shall be responsible for the daily cleanup of old blown-out material and debris and for the final cleanup of excess or unused material or debris from the right-of-way within forty-eight (48) hours after the completion of a project site, or as directed by the Engineer. The Contractor will be required to use a mechanical sweeper or broom set-up to pick up material and debris to the satisfaction of the County Representative.

4.6.1.6 The Contractor shall provide and maintain temporary advisory signing in accordance with the MUTCD or as directed by the Engineer, and shall provide protective measures to prevent tracking onto private property.

4.6.2 Application of Crack Sealing Material

4.6.2.1 No hot poured liquid crack sealer material shall be installed until cracks to be sealed have been inspected and approved. All joints and cracks must be dry and free of moisture.

4.6.2.2 The crack sealing material shall not be applied when the weather is foggy or when rain threatens.

4.6.2.3 The cracks and joints shall be filled completely to the level of the abutting pavements or slightly lower after cured. Joints which, when filled with crack sealing material, indicate the presence of non-visible water must be resealed when the joint is properly dried. Cost for drying and resealing of joints, if required, is considered to be included as part of the operation per mile in the bid price.

4.6.3 Method of Measurement

4.6.3.1 Measurement of individual joints and cracks will not be made. Centerline feet of streets to be crack sealed are indicated and will be used to compute quantities.

4.6.4 Basis of Payment

4.6.4.1 The accepted sealed joints and cracks will be paid for at the contract unit price bid per centerline roadway feet to the nearest foot.

4.6.4.2 No direct payment will be made for traffic control, cleanup, or for providing and placing filler material, or for drying and resealing.

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:

- 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)
- Final inspection and approval by the
COUNTY ENGINEER

Submitted: _____

Submitted: _____

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 2:00 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 weekends and holidays will be determined by the engineer.

3.4 All work is to be accomplished between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from 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.

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. CRACK SEALING PROJECT

CONTRACT AGREEMENT
CRACK SEALING PROJECT CS-15
Sealed Bid 15-070

This Agreement, made between _____ hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of **AND 00/100(\$ _____ .00)**, 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 on September 1, 2015 and shall fully complete all work under this contract before November 30, 2015. 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 calendar 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.

Retainage shall be administered in accordance with Section 109.9 of the *Missouri Standards Specifications for Highway Construction, 2004*. All references therein to "Commission" are understood as replaced with "County." Section 109.9.1.2 shall be disregarded in its entirety.

Retainage, as defined per the *Missouri Standards Specifications for Highway Construction, 2004*, shall be further administered in accordance with RSMo 34.057, which is included in its entirety for informational purposes as follows:

34.057 RSMo

Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a

subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the

enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

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, 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. 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 8. 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: _____