

**SPECIFICATIONS  
FOR  
ANNEX BUILDING PARKING  
LOT IMPROVEMENTS PROJECT  
PW15B003**



**FOR THE COUNTY OF  
JEFFERSON, MISSOURI  
PO BOX 100  
HILLSBORO, MISSOURI 63050**

**APPROVED FOR CONSTRUCTION**

BY:   
(County Engineer)

DATE: 02-04-2015

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## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, that have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the County (on the basis of the County evaluation as hereinafter provided) makes an award.

### **2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of the Bidding Documents may be obtained from the County Engineer.

2.2 Complete sets of the Bidding Documents shall be used in preparing Bids; The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit **with the bid** written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2 Before submitting his Bid each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request, the County will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

4.4 The lands upon which the Work is to be performed rights-of- way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the General Conditions, General Requirements, Special Provisions or Drawings.

## 5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the County Engineer. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.

## 6. CONTRACT TIME

6.1 The number of days within which, or the date by which, the Work is to be completed and the Bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

## 7. SUBSTITUTE MATERIAL AND EQUIPMENT

7.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications **without consideration of possible substitute or "or-equal" items**. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the County Engineer, application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement".

## 8. SUBCONTRACTORS, ETC.

8.1 No subcontract may be awarded by Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall **submit with the bid the Name and Address** of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

1. Copy of any subcontracts;
2. Certification by proposed subcontractor regarding equal employment opportunity;
3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
4. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject. The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

## **9. BID FORM**

9.1 The Bid Form is attached hereto; additional copies may be obtained from the County Engineer.

9.2 Bid Forms must be completed in ink or by typewriter. The Bidder shall indicate, in figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, and the gross sum (Total Bid). In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.7 The address to which communications regarding the Bid are to be directed must be shown.

## **10. BID SECURITY**

10.1 Bid Security shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

10.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## **11. SUBMISSION OF BIDS**

11.1 **Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

## **12. MODIFICATION AND WITHDRAWAL OF BIDS**

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

## **13. OPENING OF BIDS**

13.1 Bids will be opened publicly.

13.2 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

#### **14. BIDS TO REMAIN OPEN**

14.1 All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date.

#### **15. AWARD OF CONTRACT**

15.1 The County reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids.

15.2 In evaluating Bids, the County shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms.

15.3 The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County.

15.4 The County may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the County's satisfaction within the prescribed time.

15.5 The County reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the County's satisfaction.

15.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by the County indicates to the County that the award will be in the best interests of the Project.

15.7 If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

## **16. LIQUIDATED DAMAGES**

16.1 Provisions for liquidated damages, if any, are set forth in the agreement.

## **17. PERFORMANCE AND OTHER BONDS**

17.1 Section 32 of the General Conditions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

## **18. SIGNING OF AGREEMENT**

18.1 When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

## **19. FAILURE TO EXECUTE AGREEMENT**

19.1 Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid of contract bond from an approved surety or failing to execute the agreement within the time provided, resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the County project or projects which are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

## **END OF INSTRUCTIONS TO BIDDERS**



## BID FORM

BID FOR: Annex Building Parking Lot Improvements Project PW-15B003

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date:

Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(receipt of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

4. Bidder will complete Administration Building Parking Lot Project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of

comparing bids and awarding the contract, and may or may not represent the actual quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

### Annex Building Parking Lot Improvements PW15B003

<u>Line</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	MOBILIZATION	LS	1		
2	PAVEMENT REMOVAL. FULL DEPTH (REPLACEMENT)	SY	3,645		
3	PAVEMENT FABRIC	SY	3,645		
4	SAW CUT	FOOT	200		
5	SIDEWALK REMOVAL	SF	270		
6	8" AGGREGATE BASE (REPLACEMENT)	TON	1,668		
7	PARKING BLOCKS	EACH	12		
8	4" HOT-MIX ASPHALT PAVEMENT (MODOT BP-1 or BP-2)	TON	807		
9	PCC SIDEWALK (4")	SF	270		
10	PCC DRIVEWAY PAVEMENT (8")	SY	45		
11	6" ASPHALT CURB (glue on)	FT	171		
12	TRUNCATED DOMES	SF	35		
13	NO PARKING H/C SIGNS	EACH	4		
14	H/C PAVEMENT SYMBOLS	EACH	6		
15	ONE WAY-DO NOT ENTER SIGNS	EACH	2		
16	4" PAINT PAVEMENT MARKINGS	FOOT	1,250		
17	6" PAINT PAVEMENT MARKINGS	FOOT	650		
18	RESERVED PARKING SIGNS (OPTIONAL)	EACH	8		
19	SLOTTED DRAIN (OPTIONAL-ADS DURASLOT OR EQUAL)	FOOT	40		

**TOTAL PRICE** \$ \_\_\_\_\_

**NOTICE TO BIDDER** - Bidders must complete the submitted section in its entirety.

5. BIDDER agrees that the work will be completed within **45 Working Days** or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred Dollars (**\$700.00**) for each working day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

6. Communications concerning this Bid shall be addressed to the following;

Address: \_\_\_\_\_  
\_\_\_\_\_

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
(Corporation Name) (State of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign) (Signature and typed)

By \_\_\_\_\_  
(Title) (Corporate Seal)

Attest \_\_\_\_\_  
(Secretary) (Signature and typed)

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

## BID BOND

Suitable bid security in the amount of:

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(\$ \_\_\_\_\_) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

Project -PW15B003  
Annex Building Parking Lot

## BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the \_\_\_\_\_  
(President or other agent)

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_,  
The day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_ 20\_\_\_\_

**SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder , (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name ), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders, and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual

( ) partnership

( ) joint venture

( ) corporation, incorporated under laws of the state of \_\_\_\_\_.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Name of individual, all partners,  
or joint venture

Address of each:

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doing business under the name of

Address of principle place of  
business in Missouri

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 (If using a fictitious name, show this name above  
in addition to legal names)

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 (If a corporation, show its name above)

ATTEST: (SEAL)

---

 Secretary

---

 (Title)

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230 R.S.Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following R.S.Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highway and Transportation Commission, as required by the Standard Specifications, Sect. 102.6 and 102.6.7.

## ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
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 that 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 such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or 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 \_\_\_\_\_

Annex Building Parking Lot Improvements Project

PW15B003

**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*



**Annex Building Parking Lot Improvements Project  
PW15B003  
AGREEMENT FORM**

THIS AGREEMENT is dated as of \_\_\_\_\_, in the year \_\_\_\_\_ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for Annex Building Parking Lot Improvements Project.

**ARTICLE 2. ENGINEER**

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 The work will be completed and ready for final payment in accordance with paragraph 23 of the General Conditions within **45 Working Days** after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred Dollars (**\$700.00**) for each working day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

**ARTICLE 4. CONTRACT PRICE**

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds:

1	MOBILIZATION	LS	1		
2	PAVEMENT REMOVAL. FULL DEPTH (REPLACEMENT)	SY	3,645		
3	PAVEMENT FABRIC	SY	3,645		
4	SAW CUT	FOOT	200		
5	SIDEWALK REMOVAL	SF	270		
6	8" AGGREGATE BASE (REPLACEMENT)	TON	1,668		
7	PARKING BLOCKS	EACK	12		
8	4" HOT-MIX ASPHALT PAVEMENT (MODOT BP-1 Or BP-2)	TON	807		
9	PCC SIDEWALK (4")	SF	270		
10	PCC DRIVEWAY PAVEMENT (8")	SY	45		
11	6" ASPHALT CURB (glue on)	FT	171		
12	TRUNCATED DOMES	SF	35		
13	NO PARKING H/C SIGNS	EACH	4		
14	H/C PAVEMENT SYMBOLS	EACH	6		
15	ONE WAY-DO NOT ENTER SIGNS	EACH	2		
16	4" PAINT PAVEMENT MARKINGS	FOOT	1,250		
17	6" PAINT PAVEMENT MARKINGS	FOOT	650		
18	RESERVED PARKING SIGNS (OPTIONAL)	EACH	8		
19	SLOTTED DRAIN-OPTIONAL (ADS DURASLOT OR EQUAL)	FOOT	40		

**TOTAL PRICE \$ \_\_\_\_\_**

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The Engineer as provided in the General Conditions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application for Payment as recommended by the Engineer, on or about the First day of each month during construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard

## Specifications.

- 5.1.1 Prior to Substantial Completion payments will be in amount equal to 90% of the work completed.
- 5.1.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts, as ENGINEER shall determine in accordance with Paragraph 26 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 26 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site, otherwise affecting cost, progress or performance of the Work, which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise<sub>3</sub> the entire agreement between OWNER

and CONTRACTOR, consist of the following, that are incorporated by reference or attached to this Agreement and made a part hereof:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Conditions (page 1 to 18, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR THE ANNEX BUILDING PARKING LOT IMPROVEMENTS PROJECT and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers\_\_ to\_\_ , inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 28 of the General Conditions).

## ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and

obligations contained in the Contract Documents.

## ARTICLE 9. OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

## ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
COUNTY EXECUTIVE

ATTEST: \_\_\_\_\_  
COUNTY CLERK DEPUTY CLERK

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
COUNTY AUDITOR

APPROVED AS TO FORM

\_\_\_\_\_  
COUNTY COUNSELOR

## CONTRACT 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 contractor in the  
(partnership)

State of \_\_\_\_\_ (hereinafter called the "Contractor"), and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Surety"), a corporation

duly authorized to do a Surety business under the laws of the State of Missouri, are held  
firmly bound unto Jefferson 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 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 sued 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 held, any contract 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.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in

\_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_



## 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 Jefferson, 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

\_\_\_\_\_; and  
describe briefly

WHEREAS, the Obligee requires that 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 \_\_\_\_\_

(ACKNOWLEDGMENT FOR PRINCIPAL)  
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

## SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

<b>Project: Annex Building Parking Lot Improvements Project</b>
<b>Job No. PW15B003</b>
<b>Route: N/A</b>
<b>County: Jefferson</b>

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company

By:

Date:

Title

## AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_

(Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_,

(Job Number)

\_\_\_\_\_

(Route or location, if building construction)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Revised 03-23-00)

## REQUEST TO SUBCONTRACT WORK

### IDENTIFICATION OF PARTICIPATING SUBCONTRACTORS

The undersigned submits the following list of SUBCONTRACTORS to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total contract each SUBCONTRACTOR is to perform or furnish is as follows:

	Contractor or Supplier (Name and Address)	Description of Work, Supplies of Services	\$ Value of Work, Supplies or Services	% of Total Contract
1.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		
2.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		
3.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		
4.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		
5.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		
6.	_____	_____	_____	_____ %
	_____	_____		
	_____	_____		

TOTAL SUBCONTRACTOR PARTICIPATION

\$ \_\_\_\_\_ %

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

By \_\_\_\_\_  
(Signature) (Title)

## **Subletting or Assigning the Contract**

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.

Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work.

The Contractor shall furnish to the County a signed copy of all subcontracts at or before the pre-construction meeting. This applies to Federal and local projects.

## GENERAL CONDITIONS

### 1. DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

- a) "Owner"                      A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Where ever the Owner is specified, it shall also be construed to mean his authorized representative.
- b) "Consultant"                The Engineering firm responsible for the preparation of construction plans.
- c) "Contractor"                The person, firm, or corporation to whom the contract is awarded.
- d) "Subcontractor"            A person, firm, or corporation, performing any part of the Contractor's obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specifications for the work.
- e) "Contract Documents"      The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
- f) "Work"                        The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
- g) "Days"                        Except where otherwise specifically provided in the Contract Documents, calendar days including Sundays and Holidays.

## 2. NOTICE:

Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid.

Notice may also be given by hand delivery to the authorized representative.

## 3. INTENT OF THE CONTRACT DOCUMENTS:

The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.

## 4. PLANS:

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, one full size set of reproducible prints, one full size set of printed plans, one half size set of printed plans and one set of unbound specifications. The Contractor will be responsible for reproducing the plans necessary to carry out all the work. In addition to the prints and printed plans and specifications noted above, the Contractor may have all remaining sets of plan used for bidding purposes excluding those for use by County personnel.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Consultant or Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## 5. SUPERVISION AND PERSONNEL:

The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon the work, who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

#### 6. COMPLIANCE WITH LAWS:

The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain at his expense all permits and licenses necessary for the prosecution of the work.

The Contractor shall be responsible for the payment of all Federal, State, municipal or local taxes, including but not limited to sales and use taxes, applicable to the performance of the contract and shall indemnify and hold harmless the Owner from the consequences of his failure to pay such taxes.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

#### 7. USE OF JOB SITE:

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

#### 8. SANITARY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law or ordinance.

#### 9. SURVEYS:

The Contractor shall provide all surveys necessary to the performance of his work. All work shall be done to the lines, grades and elevations shown on the plans. Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

The Owner or Consultant may, in his sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but his exercise or failure to exercise such right shall not relieve the Contractor of his obligation under the preceding paragraph.



#### 10. CONDITIONS AT THE SITE:

The Contractor shall make such investigations of conditions above or below the surface of the ground, as he may deem necessary for the proper and timely performance of his work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the Owner or the Consultant.

The Owner may have, for its own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for his own convenience, if he desires to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be his own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

#### 11. UTILITIES AND OTHER OBSTRUCTIONS:

It shall be the sole responsibility of the Contractor in the performance of the contract to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose he shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, he shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he may, at his own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be his own and the Owner and the Consultant makes no representations or guaranty concerning the accuracy or completeness of such data.

#### 12. STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:

The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. He shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof.

In the event the Contractor does not perform his obligations under the preceding paragraph, the Owner reserves the right at its election to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor.

In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors or to the Owner.

The Contractor at his own expense shall provide the necessary watchmen and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property.

The Contractor shall provide watchmen or additional watchmen at any point where they may be requested by the proper official of any municipality or governmental body affected.

Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

### 13. PROTECTION OF WORK:

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense.

The contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at his expense any work damaged or destroyed prior to such completion and acceptance regardless of cause.

### 14. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

### 15. BLASTING:

The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives.

The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage or use of any explosives.

#### 16. OTHER CONTRACTS:

The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his own work to that work provided under the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

#### 17. CUTTING AND PATCHING:

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications.

The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor.

#### 18. CLEANING UP:

The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

#### 19. SURVEILLANCE:

The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work by the Consultant, the Owner, the Missouri Department of Transportation, the Federal Highway Administration, or any other governmental agency, it being agreed that these agencies have the right of entry.

The Contractor shall within 24 hours after receiving written notice from the Owner proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specifications.

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this contract, acceptance by the Owner shall be made as promptly as practicable after completion of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

## 20. MATERIALS AND WORKMANSHIP:

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by architects, engineers and the trade.

## 21. "OR EQUAL CLAUSE":

Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition "or equal", it shall be deemed that the words "or equal" do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, provided that the material proposed is first submitted to and approved by the Owner or Consultant.

If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Owner shall receive the benefit of any economy resulting from the substitution.

## 22. SCHEDULE AND PROGRESS REPORTS:

The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner five copies of a diagram covering operations in the work for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate actual progress.

## 23. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor should pay the Owner the sum specified in the Contract for each calendar day (excluding Saturdays, Sundays, and Legal Holidays) the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes all grading, cleaning up, or other minor work which is required to provide a completed project in accordance with the plans and specifications. The date shall be the date of a letter from the Owner to the Contractor indicating substantial completion or final acceptance.

#### **24. EXTENSION OF TIME:**

The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless the Contractor, within 10 days from the beginning of any delay, notifies the Owner in writing of such delay and the cause thereof and the Owner shall determine:

- a. That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and
- b. That the Contractor cannot complete the work within the time specified solely by reason of such causes.

The Owner shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify. Any time extensions will require approval of the Missouri Highway and Transportation Department and the Federal Highway Administration, as well as the Owner.

#### **25. FORFEITURE OF CONTRACT:**

Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen or sufficient equipment or materials of the proper quality, or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three days written notice to the Contractor and his bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract.

Alternatively, the Owner, may after ten days written notice to the Contractor and his bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of his construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this contract. The expense incurred by the Owner as here provided for finishing the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties. The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

## 26. PAYMENTS:

The Contractor shall receive as full compensation for all work hereunder a sum equal to the value of the work done based in his proposal, attached hereto and made a part of this contract.

Payment shall be made to the Contractor monthly, based upon the approved pay request. The final payment shall be paid to the Contractor, subject to approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include proof of the meeting of DBE goals, and the release by materials suppliers and subcontractors of having received full payment.

By the 15th of each month the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of such month. The invoice shall be in such form and detail as required by the Owner.

The requirements set forth in Section 109 of the Missouri Standard Specifications For Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to all contracts where the Federal Government is participating in the cost of construction.

## 27. PAYMENTS NO EVIDENCE OF PERFORMANCE:

No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

## 28. CHANGES:

The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

In the event such changes cause an increase or decrease in the Contractor's cost of or time required for performance of the contract, the contract price and/or period of performance shall be equitably adjusted; provided, the increase or decrease in the amount of the work for which unit prices apply under the specifications shall be computed by multiplying the change in quantities (measured as provided in the contract documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for nor fairly included in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the Owner directly or acting through the Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in the manner herein described and the compensation thus provided shall constitute full payment for said work. Payment will be determined as follows:

For all materials purchased by the Contractor and used in the force account work, he will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent if the sum thereof. The Owner or Consultant, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

For all equipment and machinery used in the force account work, the Contractor will be paid reasonable operated and maintained rental prices to which no percentages will be added.

The Contractor will be paid the cost of wages for all labor while engaged in the force account plus the actual cost chargeable to the force account work of workmen's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor by reason of an employment contract generally applicable to his employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above.

In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order; the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.

Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for work under this contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

Payment for services of foremen in direct charge of the specific operation will be made. Payment for the services of superintendents, timekeepers or other overhead personnel will not be made nor will payment for services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than his payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amounts of equipment and machinery used by the Contractor in carrying out his work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner or Consultant may, at his discretion, limit by specific instruction the type and amounts of equipment and machinery to be used.

In computing the hourly rental of such equipment, less than 30 minutes shall be considered ½ hour, except when the minimum rental to be paid shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner or Consultant, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

For additional premiums paid on Performance and Labor and Materials Bonds by reason of increases in the account of work over and above that called for in the original contract due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force account work of the type called for in the original contract, the Contractor will, on presentation of substantiating evidence from his bonding and insurance carriers, be paid the actual costs of the increase in premium, to which no percentages will be added. Payment for the cost of additional premiums paid on Workmen's Compensation Insurance by reason of extra hazard introduced into the Contractor's operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the Contractor's insurance carrier.

The Contractor and Owner shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the Contractor and shall be signed by both the Owner and the Contractor's representative, one copy being retained by the Contractor and two copies retained by the Owner.

Payment for force account work will be included in monthly progress payments.

## **29. LIENS AND CLAIMS:**

In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to the 10 percent retention, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his subcontractors or suppliers for just claims for labor or



materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete waiver or release by himself and his subcontractors and others of all liens and claims arising out of the work, or receipts in full lieu thereof, and if required, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed.

### **30. RESPONSIBILITY:**

Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of the work as required to ensure its proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work.

The Owner or Consultant shall have the right of entry to the site for the purpose of verifying compliance with the plans and specifications.

### **31. INDEMNIFICATIONS AND INSURANCE:**

#### **Responsibility for Claims for Damage or Injury**

The Contractor and surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- (a) The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- (b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- (c) The failure of the contractor, subcontractors, suppliers of their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability which does not exist under the statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this contract or their respective agents and employees may have to an action or suit by a third party.

### **Contractor's Responsibility for Work**

Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

### **Liability Insurance Requirements**

The Contractor shall procure and maintain at its own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence policies in a form acceptable to the County, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Director of Public Works, Jefferson County Public Works Department, 725 Maple Street, PO Box 100, Hillsboro, Missouri 63050. **The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project.** Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

### **Workers' Compensation Liability Insurance**

The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

### **Commercial General Liability Insurance**

The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the contract work. The minimum limits of liability for commercial general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence, combined single limit, \$2,000,000 general aggregate with a per project endorsement and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage.

Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

#### **Commercial Auto Liability Insurance**

The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit.

#### **Additional Insureds**

Each such policy of commercial general liability insurance shall name the County of Jefferson and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

#### **Subcontractor's Coverage**

If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

#### **Railroad Protective Liability Insurance**

In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

#### **Insurance with Other Than Missouri Companies**

Any insurance policy required as specified above, if written by and insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

#### **Third Party Liability**

Neither the State of Missouri, the County of Jefferson nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

### **Personal Liability of Public Officials**

There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the County, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusively that of the County and is not a personal duty or obligation of the individual.

### **32. BOND:**

The Contractor at his expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract as awarded, as security for the faithful performance of the contract and the payment of all obligations thereunder by the Contractor and his subcontractors.

The Bonds shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In substance, the condition of the obligation under said bond or bonds shall be as follows:

"The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and his obligations thereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made in said contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said Principal, his subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said Principal, his subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans."

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

33. ASSIGNMENT, SUBLETTING OR SUBCONTRACTING:

The Contractor shall not assign, sublet or subcontract this Contract or the work or payments due thereunder, in whole or in part, without the express consent of the Owner.

The Owner's consent to subcontract shall not relieve the Contractor from his obligations hereunder or change the terms of this agreement.

34. ROYALTIES AND PATENTS:

The Contractor shall indemnify, defend and save harmless the Owner and the Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

35: SPECIFICATION CONFLICTS:

Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.

36. STANDARDS:

Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.

37. FEDERAL EMPLOYMENT AUTHORIZATION:

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

No Contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of the contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A Contractor may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the Contractor's hire whose employment commences after the Contractor enrolls in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

### 38. OSHA TRAINING:

The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

Any Contractor signing a contract to work on the construction of public works for the Owner 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 OS11A program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) 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 this section has elapsed.

The Owner shall withhold and retain 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 Owner 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.

In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner 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. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

END OF GENERAL CONDITIONS

Annex Building Parking Lot Reconstruction PW15B003  
Jefferson County, Missouri

## **STATE WAGE RATES**

**(ALL projects)**

Wage rates can be found at the following websites, or by contacting the Missouri Department of Labor:

<http://www.labor.mo.gov/DLS/prevailingwage>

or

[http://www.modot.org/business/contractor\\_resources/bidOpenIndex.htm](http://www.modot.org/business/contractor_resources/bidOpenIndex.htm)

This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.



## SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Formwork for cast-in place concrete.
  - 2. Shoring, bracing, and anchorage.
  - 3. Form accessories.
  - 4. Form stripping.
- B. Related Sections:
  - 1. Section 03 20 00 - Concrete Reinforcing.
  - 2. Section 03 30 00 - Cast-In-Place Concrete.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 318 - Building Code Requirements for Structural Concrete.
  - 2. ACI 347 - Guide to Formwork for Concrete.
- B. American Forest and Paper Association:
  - 1. AF&PA - National Design Specifications for Wood Construction.
- C. The Engineered Wood Association:
  - 1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.
- D. American Society of Mechanical Engineers:
  - 1. ASME A17.1 - Safety Code for Elevators and Escalators.
- E. ASTM International:
  - 1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
  - 2. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- F. West Coast Lumber Inspection Bureau:
  - 1. WCLIB - Standard Grading Rules for West Coast Lumber.

#### 1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 347.
- B. For wood products furnished for work of this Section, comply with AF&PA.

#### 1.4 COORDINATION

- A. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

### PART 2 PRODUCTS

#### 2.1 FORM MATERIALS

- A. Form Materials: At discretion of Contractor.

#### 2.2 FORMWORK ACCESSORIES

- A. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

#### 3.2 INSTALLATION

- A. Earth Forms:
  - 1. Earth forms are not permitted.
- B. Formwork - General:
  - 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
  - 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  - 3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
  - 4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
  - 5. Complete wedging and bracing before placing concrete.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

#### 3.3 APPLICATION - FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

- C. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- D. Screeds:
  - 1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
  - 2. Slope slabs to drain where required or as shown on Drawings.
  - 3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

### 3.4 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

### 3.5 FORM REMOVAL

- A. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- B. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- C. Leave forms in place for minimum number of days as specified in ACI 347.

### 3.6 ERECTION TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 318.

END OF SECTION

## SECTION 03 20 00 - CONCRETE REINFORCING

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Reinforcing bars.
  - 2. Welded wire fabric.
  - 3. Reinforcement accessories.
- B. Related Sections:
  - 1. Section 03 10 00 - Concrete Forming and Accessories.
  - 2. Section 03 30 00 - Cast-In-Place Concrete.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International:
  - 1. A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
  - 2. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- C. American Welding Society:
  - 1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

#### 1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.

#### 1.4 QUALIFICATIONS

- A. Welders: AWS qualified within previous 12 months.

#### 1.5 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other Work.

### PART 2 PRODUCTS

#### 2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade.

- B. Welded Plain Wire Fabric: ASTM A185/A185M.

## 2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions.
- C. Reinforcing Splicing Devices: Mechanical threaded type; sized to fit joined reinforcing.

## 2.3 FABRICATION

- A. Fabricate concrete reinforcement in accordance with ACI 318.
- B. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- C. Weld reinforcement in accordance with AWS D1.4.
- D. Locate reinforcement splices not indicated on Drawings, at point of minimum stress.

## PART 3 EXECUTION

### 3.1 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
- B. Accommodate placement of formed openings.
- C. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.
- D. Maintain concrete cover around reinforcement as follows:

Reinforcement Location		Minimum Concrete Cover
Footings and Concrete Formed Against Earth		3 inches
Concrete exposed to earth or weather	No. 6 bars and larger	2 inches
	No. 5 bars and smaller	1-1/2 inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2 inches
	No. 11 bars and smaller	3/4 inches
Beams and Columns		1-1/2 inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4 inches
	No. 5 bars and smaller	1/2 inches

### 3.2 ERECTION TOLERANCES

- A. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

Reinforcement Depth	Depth Tolerance	Concrete Cover Tolerance
Greater than 8 inches	plus or minus 3/8 inch	minus 3/8 inch
Less than 8 inches	plus or minus 1/2 inch	minus 1/2 inch

END OF SECTION

## SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes cast-in-place concrete for the following:
  - 1. Sidewalk.
  - 2. Curb.
- B. Related Sections:
  - 1. Section 03 10 00 - Concrete Forming and Accessories:
  - 2. Section 03 20 00 - Concrete Reinforcing.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 305 - Hot Weather Concreting.
  - 3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
  - 4. ACI 308.1 - Standard Specification for Curing Concrete.
  - 5. ACI 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International:
  - 1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 2. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - 4. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
  - 5. ASTM C150 - Standard Specification for Portland Cement.
  - 6. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
  - 7. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
  - 8. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
  - 9. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
  - 10. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
  - 11. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
  - 12. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
  - 13. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
  - 14. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
  - 15. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

### 1.3 SUBMITTALS

- A. Design Data:
  - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
    - b. Air entrained concrete work.
  - 2. Identify mix ingredients and proportions, including admixtures.

### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 318.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.

### 1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

### 1.6 COORDINATION

- A. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

## PART 2 PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I – Normal Portland type.
- B. Normal Weight Aggregates: ASTM C33
- C. Water: ACI 318; potable.

### 2.2 ADMIXTURES

- A. Manufacturers:
  - 1. BASF Corporation-Construction Systems.
  - 2. Cortec Corporation.
  - 3. Euclid Chemical Company.
  - 4. Grace Construction Products.
  - 5. Green Umbrella.
  - 6. Sika Corporation.
  - 7. Substitutions: Permitted.



- B. Air Entrainment: ASTM C260.
- C. Chemical: ASTM C494/C494M.
- D. Plasticizing: ASTM C1017/C1017M.

## 2.3 JOINT DEVICES AND FILLER MATERIALS

- A. Joint Filler ASTM D994; Asphalt impregnated fiberboard or felt.
- B. Sealant: ASTM D6690, Type I.

## 2.4 CONCRETE MIX

- A. Select proportions for normal weight concrete in accordance with ACI 301.
- B. Provide concrete to the following criteria:

Material and Property	Measurement
Compressive Strength (28 day)	3500 psi
Cement Type	ASTM C150
Aggregate Type	Normal weight

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect/Engineer.
  - 1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
  - 2. Do not use calcium chloride nor admixtures containing calcium chloride.
  - 3. Use set retarding admixtures during hot weather.
  - 4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing or deicing chemicals.
- D. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94/C94M.
- E. Site Mixed Concrete: Mix concrete in accordance with ACI 318.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.

### 3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 318.
- B. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.
- C. Deposit concrete at final position. Prevent segregation of mix.
- D. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- E. Consolidate concrete.
- F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- G. Place concrete continuously between predetermined expansion, control, and construction joints.
- H. Saw cut joints within 12 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

### 3.4 CONCRETE FINISHING

- A. Finish concrete surfaces in accordance with ACI 318.

### 3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure concrete in accordance with ACI 308.1.

### 3.6 FIELD QUALITY CONTROL

- A. Field testing will be performed by Owner's testing laboratory in accordance with ACI 318.
- B. Submit proposed mix design of each class of concrete to testing firm for review prior to commencement of Work.
- C. Strength Test Samples:
  - 1. Sampling Procedures: ASTM C172.
  - 2. Cylinder Molding and Curing Procedures: ASTM C31/C31M, cylinder specimens, standard cured.
  - 3. Sample concrete and make one set of three cylinders for every 75 cu yds or less of each class of concrete placed each day and for every 5,000 sf of surface area for slabs and walls.
  - 4. When volume of concrete for any class of concrete would provide less than 5 sets of cylinders, take samples from five randomly selected batches, or from every batch when less than 5 batches are used.
  - 5. Make one additional cylinder during cold weather concreting, and field cure.
- D. Cylinder Compressive Strength Testing:
  - 1. Test Method: ASTM C39/C39M.
  - 2. Test Acceptance: In accordance with ACI 318.
  - 3. Test one cylinder at 7 days.
  - 4. Test two cylinders at 28 days.
  - 5. Dispose remaining cylinders when testing is not required.
- E. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

### 3.7 PATCHING

- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
- C. Patch imperfections in accordance with ACI 318.

### 3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Architect/Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

END OF SECTION

## SECTION 32 11 23

### AGGREGATE BASE COURSE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Aggregate base course.
- B. Related Sections:
  - 1. Section 32 12 16 - Asphalt Paving.
  - 2. Section 32 13 13 - Concrete Paving

##### 1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
  - 2. AASHTO T99 - Standard Specification for Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 in.) Drop.
- B. ASTM International:
  - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 2. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
  - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. Missouri Department of Transportation (MoDOT): Standard Specifications for Highway Construction, 2011, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

##### 1.3 SUBMITTALS

- A. Samples: Submit, in air-tight containers, a 25 lb. sample of each type of aggregate fill to the Engineer. Samples shall be obtained and provided to the Engineer at least 7 days prior to material placement.
- B. Materials Source: Submit name of aggregate materials suppliers.
- C. Manufacturer's Certificate: Certify aggregate suppliers are MoDOT approved.

#### 1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.

### PART 2 PRODUCTS

#### 2.1 AGGREGATE MATERIALS

- A. Type 1 or 5 Aggregate in accordance with Section 1007 of the MoDOT Standard Specifications.

#### 2.2 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Coarse Aggregate Material: the Engineer will perform in accordance with ASTM D698.
- B. When tests indicate materials do not meet specified requirements, change material and retest.

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify compacted substrate is dry and ready to support paving and imposed loads.
- B. Verify substrate has been inspected, gradients and elevations are correct.

#### 3.2 PREPARATION

- A. Prepare subgrade in accordance with MoDOT Standard Specification Section 304 prior to placement of aggregate base course.
- B. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- C. Do not place fill on soft, muddy, or frozen surfaces.

#### 3.3 AGGREGATE PLACEMENT

- A. Aggregate Base: Place in accordance with MoDOT Standard Specification Section 209.2.1.
- B. Level and contour surfaces to elevations, profiles, and gradients indicated.
- C. Place coarse aggregate in continuous layers and compact. Fill shall be compacted to 100% standard Proctor density.

- D. Maintain a maximum variation of 3% from Optimum Moisture Content of backfill materials to attain the required compaction density.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

#### 3.4 TOLERANCES

- A. Maximum Variation From Flat Surface: 1/4 inch measured with 10 foot straight edge.
- B. Maximum Variation From Thickness: 1/2 inch.
- C. Maximum Variation From Elevation: 1/2 inch.

#### 3.5 FIELD QUALITY CONTROL

- A. Field compaction and moisture testing of materials will be performed by the Engineer in accordance with ASTM D698.
- B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION

## SECTION 32 12 16

### ASPHALT PAVING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes:
  - 1. Construction of Hot Mix Asphalt (HMA) pavement.
- B. Related Sections:
  - 1. Section 32 11 23 - Aggregate Base Course.

##### 1.2 REFERENCES

- A. Missouri Department of Transportation (MoDOT): Standard Specifications for Highway Construction, 2011, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

##### 1.3 SUBMITTALS

- A. Asphalt mixes: Submit mix data. Bituminous plant and mixture MUST be MoDOT approved.

##### 1.4 TESTING & INSPECTION

- A. Testing and inspection of asphaltic concrete mixes and testing of placed aggregate base course and asphaltic concrete pavement will be performed by the Engineer. Testing and inspection will be performed in a manner to minimize disruption of work.
- B. Allow Engineer access to mixing plant for verification of weights or proportions, character of materials used and determination of temperatures used in preparation of asphaltic concrete pavement.
- C. When requested, Engineer will perform tests on asphaltic pavement mix to determine conformity with specifications.
- D. Engineer will perform one series of compaction tests for stabilizing base course and for asphaltic pavement course. Contractor shall pay for all costs of additional testing due to improper performance of work.
- E. When stabilizing base course, or portion thereof, has been placed and compacted in accordance with specifications, notify the Engineer to perform density tests. Do not place asphaltic concrete pavement until satisfactory results have been verified and base course approved in writing by the Engineer.
- F. When compaction test results for the asphaltic concrete pavement courses indicate nonconforming work, remove defective work, replace and retest.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Asphaltic Concrete: In accordance with MoDOT Standard Specification Section 401. Mix shall be BP-1 or BP-2.
- B. Asphaltic Concrete Surface Course: In accordance with MoDOT Standard Specification Section 401. Mix shall be BP-1 or BP-2.
- C. Tack Coat: In accordance with MoDOT Standard Specification Section 407 at an application rate of .05 gallons per square yard.

## PART 3 EXECUTION

### 3.1 REMOVAL

- A. Partial-Depth Pavement Removal (Milling): Perform in accordance with MoDOT Standard Specification Section 622.

### 3.2 INSTALLATION

- A. Provide all items and perform all preparation and work in accordance with the following referenced MoDOT Standard Specifications, sections/articles:
  - 1. Asphaltic concrete binder course: Section 401.
  - 2. Asphaltic concrete surface course: Section 401.
  - 3. Tack Coat: Section 407.

### 3.3 PREPARATION

- A. Prepare surfaces to receive asphaltic concrete pavement in accordance with MoDOT Standard Specification Section 401 and the Drawings.

### 3.4 PLACEMENT OF HOT MIX ASPHALT PAVEMENT

- A. Asphaltic concrete pavement courses shall be placed in accordance with MoDOT Standard Specification Section 401.
- B. Tack coat shall be placed between all asphalt lifts in accordance with the MoDOT Standard Specifications.
- C. In the event of sudden rain, the loading of trucks shall immediately stop, whether they be from the plant or storage bins. Material in transit will be permitted to be laid at the Contractor's risk provided the pavement is free of standing water and the proper temperatures of the asphaltic mix are maintained. Approval to unload the trucks in transit shall in no way relax the requirements of quality, density or smoothness of the bituminous mixture being placed.
- D. At least four weeks prior to the start of construction, the Contractor shall submit samples of the coarse aggregate(s), the fine aggregate(s), mineral filler and asphalt he proposes to use for the purpose of establishing a job mix formula. This requirement may be waived



by the Engineer, provided the Contractor can show evidence that his proposed materials have produced an asphaltic concrete mixture meeting the project requirements.

- E. Compact each course by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- F. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

### 3.5 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with a 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation of Indicated Elevation: Within 1/2 inch.

END OF SECTION

SECTION 32 13 13  
CONCRETE PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Concrete paving for:
    - a. Concrete dumpster pad.
- B. Related Requirements:
  - 1. Section 32 11 23 - Aggregate Base Courses.
  - 2. Section 32 17 23 - Parking Markings.

1.2 REFERENCES

- 1. Missouri Department of Transportation (M0DOT): Standard Specifications for Highway Construction, 2011, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

1.3 SUBMITTALS

- A. Product Data:
  - 1. Submit data on concrete materials, joint filler, admixtures and curing compounds.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with requirements of Section 03 10 00, Section 03 20 00, and Section 03 30 00.
- B. Obtain cementitious materials from same source throughout.

1.5 AMBIENT CONDITIONS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

2.1 AGGREGATE BASE COURSE

- A. Aggregate Base Course: As specified in Section 32 11 23.

2.2 CONCRETE PAVING

- A. Performance / Design Criteria:
  - 1. Paving: Design for dumpster pad.

- B. Form Materials:
  - 1. Form Materials: As specified in Section 03 10 00.
  - 2. Joint Filler: As specified in Section 03 30 00.
- C. Reinforcement:
  - 1. Reinforcing Steel and Wire Fabric: Type specified in Section 03 20 00.
- D. Concrete Materials:
  - 1. Concrete Materials: As specified in Section 03 30 00.

## 2.3 FABRICATION

- A. Fabricate reinforcing in accordance with CRSI Manual of Practice.

## 2.4 MIXES

- A. Concrete Mix: As specified in Section 03 30 00.

# PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Verify compacted granular subbase is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

## 3.2 PREPARATION

- A. Moisten substrate to minimize absorption of water from fresh concrete.
- B. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.

## 3.3 INSTALLATION

- A. Base Course:
  - 1. Aggregate Base Course: Install as specified in Section 32 11 23.
- B. Forms:
  - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
  - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Reinforcement:
  - 1. Place reinforcing at mid-height of paving.
  - 2. Interrupt reinforcing at joints.
  - 3. Place dowels to achieve paving and curb alignment as detailed.
- D. Placing Concrete:
  - 1. Place concrete as specified in Section 03 30 00.
  - 2. Ensure reinforcing, inserts, embedded parts and formed joints are not disturbed during concrete placement.

3. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

E. Joints

1. Place contraction joints at 20 foot intervals.
2. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.

F. Finishing:

1. Finish concrete as specified in Section 03 30 00.

G. Curing and Protection

1. Cure and Protect as specified in Section 03 30 00.

3.4 FIELD QUALITY CONTROL

- A. Field Quality Control as specified in Section 03 30 00.

END OF SECTION

SECTION 32 17 23  
PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
  - 1. Pavement markings.
- B. Related Sections:
  - 1. Section 32 12 16 - Asphalt Paving.

1.2 REFERENCES

- A. Missouri Department of Transportation (MoDOT): Standard Specifications for Highway Construction, 2011, and all addenda. References made to compensation, method of measurement and basis of payment shall not apply.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Paint Pavement Markings: Comply with MoDOT Standard Specification Section 1048.

PART 3 EXECUTION

3.1 REMOVAL

- A. Obliteration of pavement markings and raised reflective pavement marker removal shall be performed in accordance with MoDOT Standard Specification Section 620.50.

3.2 INSTALLATION

- A. Perform pavement marking installation in accordance with MoDOT Standard Specification Section 620.40.

END OF SECTION

## JOB SPECIAL CONDITIONS

### 1. SCOPE OF WORK:

This project consists of approximately 3645 square yards of full depth asphaltic concrete parking lot and drive aisle removal and replacement on new aggregate base at the Annex Building (725 Maple, Hillsboro, Mo.). Related striping, signage, curbing and curb stops are included. The project also includes the removal of old sidewalk and asphalt ramp and installation of two ADA compliant ramps (at 725 and 729 Maple) with associated signage.

### 2. TIME OF COMPLETION:

This job must be completed in 45 working days.

### 3. TRAFFIC CONTROL AND PARKING LOT CLOSURE

The contractor must phase the work in as necessary to maintain two-way traffic flow at all times to the County Building Complex at 725 and 729 Maple. Access to the buildings must be maintained at all times and in a way which poses no threat to the safety of employees or the public. The contractor shall provide temporary "additional parking", "no parking", directional arrows and/or cones and flagging as directed by the County to ensure that the above requirements are met.

### 4. VALUE ENGINEERING OPTIONS:

The County will accept and evaluate "Value Engineering" options only from bidders who have submitted a responsive bid to the Invitation for Bid for this project. Such options must be carefully detailed and address the materials, specifications and times involved. Options must be submitted on the letterhead of the company and signed by an authorized representative of the company. Only options which are deemed to be in the best interests of the County will be considered.