

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 10/07/2015

Regular () Work Session ()

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

Request for Board Action
By: Staff

Ward All

Description: **Pedestrian and Drainage Facilities Improvements Project**
Project No. 970810
Award of Bid & Execution of Contract

• **Recommendation:** Staff – Approve () Disapprove ()

• **Summary/Explanation:**

The City posted a request for bid for the construction of this project in the St. Louis Post-Dispatch in September 2015. Sealed bid proposals will be received and opened publicly by the City on October 6, 2015.

This project includes work consisting of the installation of sidewalks and crosswalks on Hanley Road (north of Feise Road), the installation of a sidewalk on Feise Road with a pedestrian actuated warning signal system/crosswalk north of Prairie View Elementary School, the installation of sidewalks and crosswalks at the intersection of Bates Road and McCluer Road, the installation of sidewalks on Highway N east and west of Post Road and the installation of a storm sewer inlet on Lot 1 of Kings Mill Estates along Bates Road. A copy of the plans and bid form are attached for your reference.

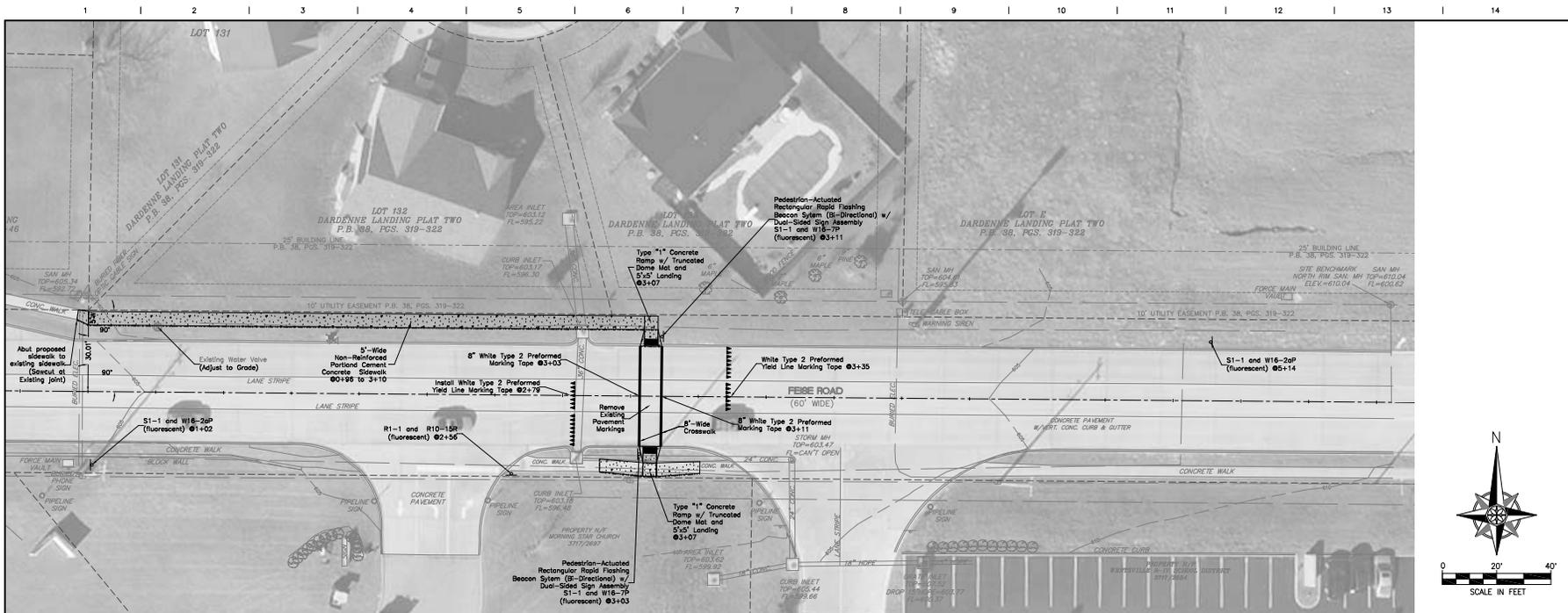
The apparent low bidder will be presented to the Board of Aldermen along with a recommendation to the Board of Alderman to accept a bid proposal as the lowest and best bid and to award the contract.

A City-Contractor agreement is also attached for your consideration of approving the Mayor the ability to negotiating/executing a contract with the contractor to whom the contract is awarded.

• **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

A tabulation of the bid proposals will be prepared and provided prior to Board of Aldermen meeting.

RBA requested by: L. R. Kehoe CA: _____



KEC
 KEHOE ENGINEERING COMPANY INC.
 2500 S. Brentwood Blvd., Suite 100
 Dardenne Prairie, MO 63048-9740
 636.978.6008 Tel. 636.868.0523 Fax.
 www.kehoeengineering.com
 CERTIFICATE OF AUTHORITY NO. 2009000983

NO.	DATE	DESCRIPTION OF REVISION OR ISSUE	BY

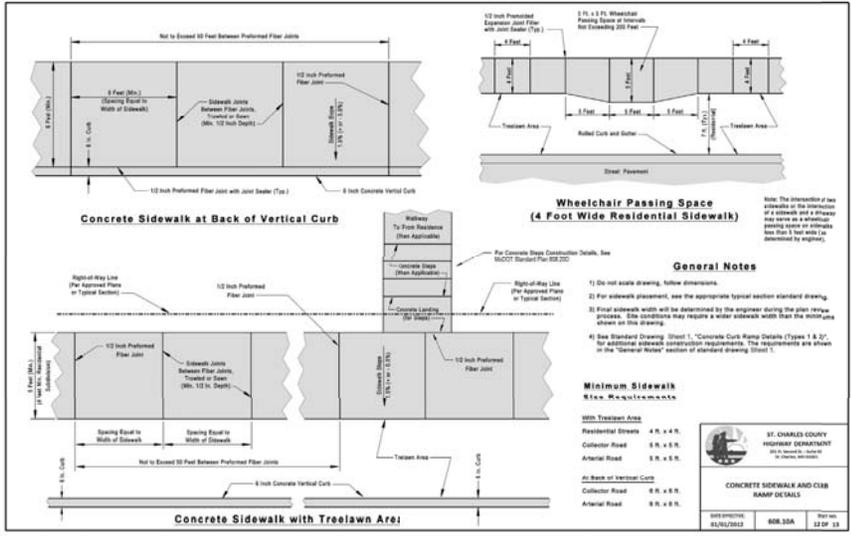
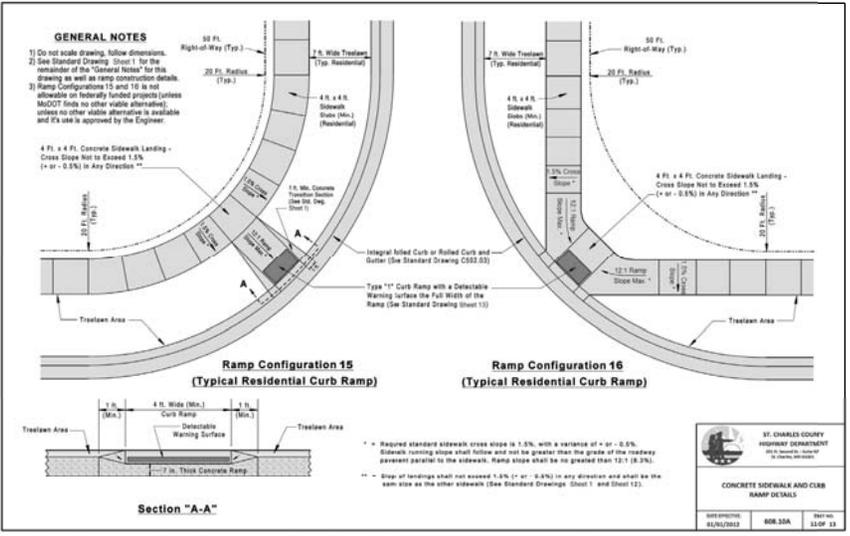
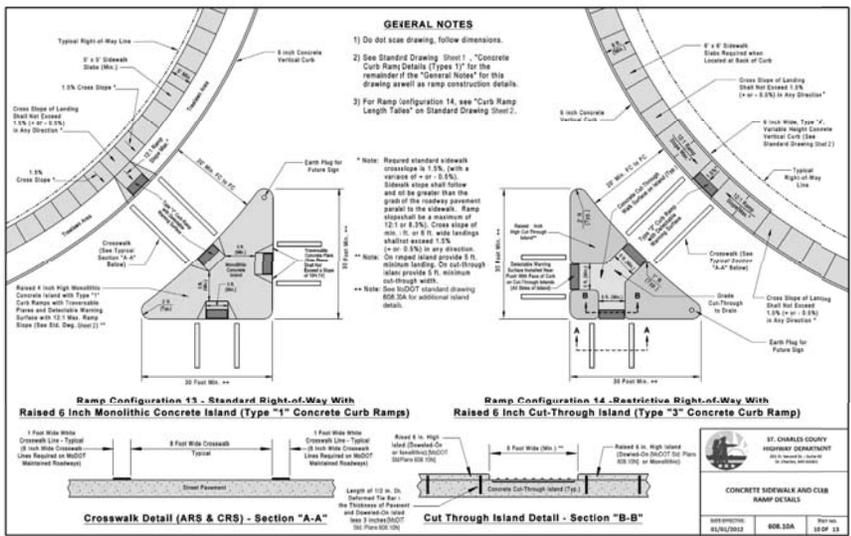
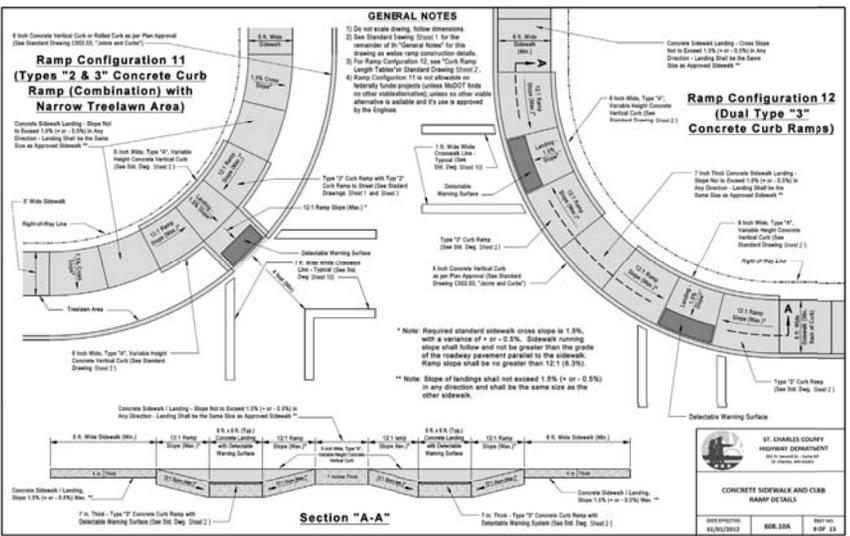


THE WORK WAS DONE BY A REGISTERED PROFESSIONAL ENGINEER UNDER THE CLOSE PERSONAL SUPERVISION OF THE REGISTERED PROFESSIONAL ENGINEER WHO HAS PREPARED THESE PLANS. NO PART OF THESE PLANS OR THE WORK THEREON SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE REGISTERED PROFESSIONAL ENGINEER.

Pedestrian and Drainage Facilities
 Improvements Project
 Dardenne Prairie, Missouri
 Site#2 - Feise Road Pedestrian Facilities

DATE	09/14/2015
SCALE	AS SHOWN
PROJECT NUMBER	970810
SHEET	4 of 18

EXISTING FACILITIES, STRUCTURES AND UTILITIES AT OR NEAR THE PROJECT SITE HAVE BEEN SHOWN IN THE PROJECT PLANS USING AVAILABLE INFORMATION. THEREFORE, ANY LOCATIONS, DIMENSIONS AND MATERIALS SHOWN IN THE PROJECT PLANS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, STRUCTURES AND UTILITIES NOT SHOWN IN THE PROJECT PLANS AND THE LOCATIONS, DIMENSIONS AND MATERIALS OF THE FACILITIES SHOWN IN THE PROJECT PLANS MAY BE DIFFERENT THAN WHAT EXISTS IN THE FIELD. BEFORE SUBMITTING A BID VERIFY THE LOCATIONS, DIMENSIONS AND MATERIALS OF ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES AT AND NEAR THE PROJECT SITE. BEFORE STARTING ANY WORK, LOCATE AND PROTECT ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES, WHETHER OR NOT SHOWN IN THE PROJECT PLANS.



EXISTING FACILITIES, STRUCTURES AND UTILITIES AT OR NEAR THE PROJECT SITE, HAVE BEEN SHOWN IN THE PROJECT PLANS USING AVAILABLE INFORMATION. THEREFORE, ANY LOCATIONS, DIMENSIONS AND MATERIALS SHOWN IN THE PROJECT PLANS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, STRUCTURES AND UTILITIES NOT SHOWN IN THE PROJECT PLANS AND THE LOCATIONS, DIMENSIONS AND MATERIALS OF THE FACILITIES SHOWN IN THE PROJECT PLANS MAY BE DIFFERENT THAN WHAT EXISTS IN THE FIELD. BEFORE SUBMITTING A BID, VERIFY THE LOCATIONS, DIMENSIONS AND MATERIALS OF ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES AT AND NEAR THE PROJECT SITE. BEFORE STARTING ANY WORK, LOCATE AND PROTECT ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES, WHETHER OR NOT SHOWN IN THE PROJECT PLANS.

KEC
KEHO ENGINEERING COMPANY INC.
2920 Sandtrap Drive
Dardenne Prairie, MO 63869-0740
www.kehoengineering.com
CIVIL ENGINEERING
CERTIFICATE OF REGISTRATION NO. 20080668

NO.	DATE	DESCRIPTION OF REVISION OR ISSUE	BY



THE WORK THAT I HAVE DONE, REPRESENTS PROFESSIONAL CIVIL ENGINEERING DESIGN, AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

Pedestrian and Drainage Facilities
Improvements Project
Dardenne Prairie, Missouri
Details

DATE 09/14/2015
SCALE AS SHOWN
PROJECT NUMBER 970810
SHEET 13 of 18



**REQUEST FOR BID
SEALED BID 970810**

FOR

**PEDESTRIAN AND DRAINAGE FACILITIES
IMPROVEMENTS PROJECT
IN DARDENNE PRAIRIE, MISSOURI**

FOR

**CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MISSOURI**

September 14, 2015



The City of Dardenne Prairie is seeking bids for **Pedestrian and Drainage Facilities Improvements Project** in Dardenne Prairie, Missouri. The City reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies. . All bid prices submitted must be guaranteed for ninety (90) days from the bid due date.

(This page intentionally left blank)

**ADDENDUM NO. 1
September 18, 2015**

**PEDESTRIAN AND DRAINAGE FACILITIES
IMPROVEMENTS PROJECT
IN DARDENNE PRAIRIE, MISSOURI
SEALED BID 970810**

This addendum shall become part of the construction plans, specifications and contract documents for the project noted above. It shall be attached to the submitted bid and acknowledgment of its receipt shall be noted in the space provided below.

I. MODIFICATIONS TO THE PLANS – None

II. MODIFICATIONS TO THE BID DOCUMENTS - Per the following:

- a. Sealed Bids will be received by the City of Dardenne Prairie, Missouri, until 2:00 p.m. local time, on Tuesday, October 6, 2015, and will thereafter be publicly opened and read aloud.

All bidders must acknowledge receipt of this Addendum in the space provided below. Failure to acknowledge receipt of an Addendum may be cause for rejection of bid.

Bidders shall sign this Addendum as acknowledgment and return it with the bid.

BID ADDENDUM

Addendum No. 1

Dated: 9/18/2015

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

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

END OF ADDENDUM NO. 1

NOTICE TO BIDDERS

Notice is hereby given that the City of Dardenne Prairie, Missouri will receive sealed bids at City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri until 2:00 p.m. local time, Tuesday, September 29, 2015, for the 970810 Pedestrian and Drainage Facilities Improvements Project, at which time all bids for the project will be publicly opened and read.

The work will consist of the installation of sidewalks and crosswalks on various City streets, modifying City storm sewer facilities and pavement markings, the installation of a pedestrian actuated warning signal system for a proposed crosswalk and the construction of a 3.5' tall segmental block retaining wall including site restoration and other incidental work.

The successful bidder shall be required to comply with the State Statutory Provisions concerning the payment of prevailing wages on public works, Section 290.210 through 290.340 R.S. MO 1959, as amended 1969 and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relation of the State of Missouri. The wage rates applicable to this project have been predetermined as required by law and are set forth in this document. Missouri Annual Wage Order 22 as amended March 10, 2015 shall be in effect for this project.

The bid proposal shall be made on a form provided by the City, delivered in a sealed envelope, and addressed to the City of Dardenne Prairie, c/o City Clerk at the City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri, on or before the time specified above. The proposal shall be accompanied by bid bond, cashier's check or certified check for an amount not less than five percent of the bid amount. The amount of the check or bid bond shall be forfeited to the City upon failure or refusal of the successful bidder to enter into a contract or to furnish bond after his proposal has been accepted.

The City reserves the right to require the successful bidder to file proof of his ability to properly execute the project together with his record of successful completion of similar projects. The City reserves the right to reject any and all bids or proposals submitted, or to advertise for new bids. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding ninety (90) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign and return the contract and other required certificates and documents in quadruplicate within ten (10) days after the date of the receipt of the award of the contract. The successful bidder shall file certificates with the City that he has obtained and will continue to carry workmen's compensation insurance, public and private liability and property damage insurance and builders risk insurance in the specified amounts for the duration of the contract.

The contractor shall not commence work prior to the date of written notice from the City Engineer to begin work and shall complete all work within ninety (90) calendar days of the date of such Notice to Proceed.

Special Needs: If you have special needs addressed by the Americans with Disability Act, please notify City Clerk at (636) 561-1718 at least five (5) working days prior to the bid opening.

Plans and specifications will be on file at <http://planroom.drexeltech.com>. The City reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids.

The City of Dardenne Prairie is an equal opportunity employer. The City does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. The City of Dardenne Prairie fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, contact the City Clerk's Office at 636-561-1718 or City Hall at 2032 Hanley Road, Dardenne Prairie, MO 63368.

Luke R. Kehoe, P.E., City Engineer
Kehoe Engineering Company, Inc.

(This page intentionally left blank)

PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS PROJECT
Sealed Bid 970810

TABLE OF CONTENTS

INFORMATION FOR BIDDERS	IB-1 thru IB-8
PROPOSAL	PROP-1 thru PROP-7
JOB SPECIFICATIONS	
General Information	JS-1
Safety Program Training Requirement	JS-1 thru JS-3
Employment of Unauthorized Aliens	JS-4
Construction Requirements	JS-5 thru JS-6
Project Submittals and Closeout	JS-7
List of Drawings	JS-8
JOB SPECIAL PROVISIONS	
A. Utilities	JSP-1
B. Notification/Coordination	JSP-1
C. Cooperation between Contractors	JSP-1
D. Hours of Work	JSP-1
E. ADA Ramps with Truncated Domes	JSP-2
F. Segmental Block Retaining Walls	JSP-2 thru JSP-6
G. Utility Adjustments	JSP-6 thru JSP-7
H. Work Zone Traffic Management Plan	JSP-7 thru JSP-8
I. Existing Signs	JSP-8
J. Pedestrian Actuated Warning Signals for Crosswalk	JSP-8
K. Relocate Existing Irrigation	JSP-8
L. Seeding and Sodding	JSP-8 thru JSP-10
M. Contractor Furnished Surveying, Staking and Layout	JSP-10 thru JSP-12
N. Restaking of Right-of-Way and Property Lines/Corners	JSP-12
O. General Site Items	JSP-12
P. Workmanship	JSP-12 thru JSP-13
Q. Damage to Facilities	JSP-13
R. Emergency Provisions and Incident Management	JSP-13
CONTRACT DOCUMENTS	
City-Contractor Agreement	CA-1 thru CA-3
Performance Bond	PB-1 thru PB-2
Payment and Material Bond	PMB-1
REFERENCES	REF-1

(This page intentionally left blank)

INFORMATION FOR BIDDERS
FOR
PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS PROJECT
IN DARDENNE PRAIRIE, MISSOURI

1. RECEIPT AND OPENING OF BIDS:

The City of Dardenne Prairie (herein called the "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Clerk, in the City Hall, 2032 Hanley Road, Dardenne Prairie, Missouri, until 2:00 p.m., local time on September 29, 2015, at which time, in the City Hall conference room, all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City of Dardenne Prairie c/o City Clerk, and designated as:

"Sealed Bid 970810: Bid for Pedestrian and Drainage Facilities Improvements Project"

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

Plans and specifications will be on file at [http:// planroom.drexeltech.com](http://planroom.drexeltech.com) until the above-referenced bid opening time.

The City of Dardenne Prairie is an equal opportunity employer. The City does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. The City of Dardenne Prairie fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, contact the City Clerk's Office at 636-561-1718 or City Hall at 2032 Hanley Road, Dardenne Prairie, MO 63368.

2. PREPARATION OF BID:

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

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

3. SUBCONTRACTS:

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

4. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign four copies of the contract, performance bond, and payment and material bond and return them to the City within ten (10) days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City. The City will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the City or who owes any amount(s) for delinquent taxes, fees or licenses.

5. QUALIFICATIONS OF BIDDER:

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

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

6. BID SECURITY:

Each bid must be accompanied by cash, certified check of the bidder, cashier's check or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the City, in the amount of 5 percent of the bid. Such cash, check or bid bond will be returned to all except the three lowest bidders within fifteen (15) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. LIQUIDATED DAMAGES:

A. FAILURE TO ENTER INTO CONTRACT:

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

B. TIME OF COMPLETION:

Bidder must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the City and to fully complete the project within ninety (90) calendar days. The Notice to Proceed date is expected to be October 19, 2015.

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

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means so as to not cause any interruption of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS:

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

Every request for such interpretation and/or general questions about City bidding procedures should be in writing, addressed to:

Luke R. Kehoe, P.E., City Engineer
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
or by e-mail to at engineer@dardenneprairie.org

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

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

10. POWER OF ATTORNEY:

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

11. LAWS AND REGULATIONS:

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

12. METHOD OF AWARD-LOWEST QUALIFIED BIDDER:

The contract will be awarded to the lowest qualified bidder, however the City reserves the right to reject any or all bids.

13. OBLIGATION OF BIDDER:

At the time of the opening of bids, each bidder will be presumed to have inspected the project sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

14. TAXES:

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

15. RIGHT-OF-WAYS:

The City will provide all right-of-ways, temporary construction easements and permanent drainage easements upon which work is to be done.

16. INSURANCE:

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

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

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

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

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

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

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

17. PERFORMANCE BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance of this contract and the guarantee of the work. Both contract and bond shall be executed in quadruplicate and in a form acceptable to the City. The cost of the performance bond shall be incidental to the price bid for other items.

18. PAYMENT AND MATERIALS BOND:

A bond will be required for the full amount (100 percent Labor and Material) of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditions for the faithful payment of this Contract. The bond shall be executed in quadruplicate and in a form acceptable to the City. The cost of the payment and materials bond shall be incidental to the price bid for other items.

19. BID RESULTS:

Bid results may be obtained by emailing a request to the City Clerk at cityclerk@dardenneprairie.org, no phone calls please. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

20. USE OF THE CITY OF DARDENNE PRAIRIE IN ADVERTISING:

The successful bidder is specifically denied the right of using, in any form or medium, the names of City for public advertising unless express written permission is granted.

21. AMERICAN MADE:

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

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met. If the bidder claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Department Head or Elected Official bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with RSMo 34.353. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

22. GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES:

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the St. Charles County Standard Specifications for Arterial Highway Construction, 2006 (hereinafter referred to as the Standard Specifications) for the roadway and insurance requirements together with the Job Specifications, and Job Special Provisions and other City, County and State requirements contained in the contract documents. All references to St. Charles County in the Standard Specifications shall refer to their City counterpart (e.g., reference to County Council shall refer to City Council, etc.).

Special attention is called to the following sections:

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

23. SCOPE CHANGES:

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

24. SAFETY PROGRAM TRAINING REQUIREMENT:

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

25. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED (Missouri Revised Statutes Section 285.530)

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

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

Any entity contracting with the City of Dardenne Prairie shall only be required to provide the

referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

26. Send the notarized affidavit and E-Verify MOU signature page to: City of Dardenne Prairie, Attn: Luke R. Kehoe, P.E. City Engineer, 2032 Hanley Road, Dardenne Prairie, MO 63368 prior to responding to any solicitations;

OR

Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

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

**** PLEASE NOTE:**

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

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

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

PROPOSAL
for
SEALED BID 970810

TO: City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, Missouri 63368

The work will consist of the installation of sidewalks and crosswalks on various City streets, modifying City storm sewer facilities and pavement markings, the installation of a pedestrian actuated warning signal system for a proposed crosswalk and the construction of a 3.5' tall segmental block retaining wall including site restoration and other incidental work all in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

No.	DESCRIPTION OF ITEM	UNIT	EST. QUAN.	UNIT COST	COST
	<u>All Areas of Project</u>				
1	MOBILIZATION	LS	1		
2	CONTRACTOR FURNISHED SURVEY/LAYOUT	LS	1		
3	TEMPORARY TRAFFIC CONTROL	LS	1		
4	SILTATION AND EROSION CONTROL	LS	1		
5	RELOCATE EXISTING IRRIGATION	LS	1		
	<u>SITE #1 - Hanley Road Pedestrian Facilities</u>				
6	ADJUST OR REMOVE EXISTING IMPROVEMENTS	LS	1		
7	CLASS A EXCAVATION	CY	218		
8	CONCRETE SIDEWALK	SY	220		
9	CONCRETE RAMP	EA	3		
10	MODULAR BLOCK RETAINING WALL	SF	900		
11	GRATE INLET w/ 2 Steel Vane Grates	EA	1		
12	24" CLASS III RCP	LF	23		
13	FINISH-GRADE/SOD/FERTILIZE	SY	428		
14	8" SOLID PREFORMED WHITE MARKING TAPE	LF	94		
15	PERMANENT SIGN W11-2	EA	6		
16	PERMANENT SIGN W16-7P	EA	4		
17	PERMANENT SIGN W16-2aP	EA	2		
18	SQUARE SIGN POSTS	EA	4		
	<u>SITE #2 - Feise Road Pedestrian Facilities</u>				
19	ADJUST OR REMOVE EXISTING IMPROVEMENTS	LS	1		
20	CLASS A EXCAVATION	CY	25		
21	CONCRETE SIDEWALK	SY	147		
22	CONCRETE RAMP	EA	2		
23	PEDESTRIAN ACTUATED WARNING SIGNAL SYSTEM	LS	1		
24	FINISH-GRADE/SOD/FERTILIZE	SY	173		
25	8" SOLID PREFORMED WHITE MARKING TAPE	LF	74		
26	TYPE 2 PREFORMED WHITE MARKING TAPE (YIELD LINE)	EA	30		
27	PERMANENT SIGN R1-1	EA	1		
28	PERMANENT SIGNS R10-15	EA	1		
29	PERMANENT SIGN S1-1	EA	6		
30	PERMANENT SIGNS W16-7P	EA	4		
31	PERMANENT SIGNS W16-2aP	EA	2		
32	SQUARE SIGN POSTS	EA	2		

	DESCRIPTION OF ITEM	UNIT	EST. QUAN.	UNIT COST	COST
	<u>SITE #3 - Kings Mill Drainage Facilities</u>				
33	ADJUST OR REMOVE EXISTING IMPROVEMENTS	LS	1		
34	15" INLINE DRAIN w/ DOMED GRATE & 15" SDR 35 PIPE	LS	1		
35	CLASS A EXCAVATION	CY	2		
36	FINISH-GRADE/SOD/FERTILIZE	LS	1		
	<u>SITE #4 - Bates McCluer Pedestrian Facilities</u>				
37	ADJUST OR REMOVE EXISTING IMPROVEMENTS	LS	1		
38	CLASS A EXCAVATION	CY	33		
39	CONCRETE SIDEWALK	SY	99.2		
40	CONCRETE RAMP	EA	4		
41	FINISH-GRADE/SOD/FERTILIZE	SY	128		
42	8" SOLID PREFORMED WHITE MARKING TAPE	LF	314		
43	24" SOLID PREFORMED WHITE MARKING TAPE	LF	71		
44	6" TYPE S VERTICAL CURB	LF	83		
	<u>SITE #5 - Highway N Pedestrian Facilities</u>				
45	ADJUST OR REMOVE EXISTING IMPROVEMENTS	LS	1		
46	CLASS A EXCAVATION	CY	503		
47	CONCRETE SIDEWALK	SY	1257		
48	FINISH-GRADE/SEED/FERTILIZE/MULCH	AC	0.5		
49	8" SOLID PREFORMED WHITE MARKING TAPE	LF	37		
50	WHITE TYPE 2 PREFORMED YIELD LINE MARKING TAPE	LF	47		

TOTAL \$ _____

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

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

The contractor must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the City and to fully complete the project within ninety (90) calendar days. The Notice to Proceed date is expected to occur on October 19, 2015. The contractor will have ninety (90) calendar days from the Notice to Proceed to complete all work.

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

FIRM NAME _____
 BY _____
 TITLE _____
 ADDRESS _____

 TELEPHONE _____
 DATE _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

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

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

Vendor Information

Company Name: _____

Business Address: _____

Business Hours _____

Phone: _____ FAX: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

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

Signature of Notary

Date

EXHIBIT A

**CITY OF DARDENNE PRAIRIE
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

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

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

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

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

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

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

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

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

Section C – Products May Qualify Because of Qualifying Treaty

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

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

SECTION C

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

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

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

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

BY _____

BY _____

BY _____

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

_____ Notary Public

My Commission Expires _____

CERTIFICATION OF NON-SEGREGATION

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

SIGNED: _____

Contractor: _____

By: _____

Date: _____

(This page intentionally left blank)

JOB SPECIFICATIONS

1. GENERAL INFORMATION

The City of Dardenne Prairie, Missouri, is receiving sealed bids for construction of the Pedestrian and Drainage Facilities Improvements Project. The work will consist of the installation of sidewalks and crosswalks on various City streets, modifying City storm sewer facilities and pavement markings, the installation of a pedestrian actuated warning signal system for a proposed crosswalk and the construction of a segmental block retaining wall including site restoration and other incidental work.

All work and material shall be in accordance with the Standard Specifications, unless modified herein, and shall be subject to approval by the City Engineer prior to acceptance by the City. Copies of the Standard Specifications for the work contemplated under this contract can be obtained by contacting the St. Charles County Highway Department at 636-949-7305.

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

Special attention is directed to Paragraph 107.4.1 of the Standard Specifications regarding the identification of the contractor's Safety Officer. In cases of calls from the County Police Department or other public safety agencies regarding public safety hazards arising from or related to the work performed under this contract, the City will first try to contact the contractor's on-site representatives (Superintendent or Project Manager) for correction. When unable to reach the on-site representatives, or in cases where they are non-responsive, the City will contact the contractor's Safety Officer.

It will be the responsibility of the Superintendent, Project Manager, or Safety Officer to take the actions necessary to immediately correct the public safety concerns identified, regardless of the day or time.

Special attention is also directed to Paragraph 612.30.2 Flaggers and the requirements therein.

Additional flaggers may be required where intersecting side streets between the two ends of work zone flaggers. It is the contractor's responsibility to provide sufficient flaggers to handle the traffic efficiently and safely.

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

2. CONSTRUCTION SAFETY PROGRAM REQUIRED

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

RSMo Section 292.675
The Illegal Aliens and Immigration Status Verification Bill

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

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

- (1) "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;**
- (2) "Contractor", any person entering into a contract with a public body for construction of public works which employs "on-site employees" for purposes of completion of the contract;**
- (3) "Department", the department of labor and industrial relations;**
- (4) "On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees". Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction";**
- (5) "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;**
- (6) "Public body", the State of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;**
- (7) "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. "Public works" includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility;**
- (8) "Subcontractor", any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract.**

2. Any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health

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

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

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

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

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

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

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

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

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

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

3. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED (Missouri Revised Statutes Section 285.530)

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

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

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

Send the notarized affidavit and E-Verify MOU signature page to: City of Dardenne Prairie, Attn: Luke R. Kehoe, P.E. City Engineer, 2032 Hanley Road, Dardenne Prairie, MO 63368 prior to responding to any solicitations;

OR

Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

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

** PLEASE NOTE:

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

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

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

4. CONSTRUCTION REQUIREMENTS

Generally, the work will consist of the installation of sidewalks and crosswalks on various City streets, modifying City storm sewer facilities and pavement markings, the installation of a pedestrian actuated warning signal system for a proposed crosswalk and the construction of a segmental block retaining wall including site restoration and other incidental work.

All site access shall be made from the public rights-of-way.

Construction staking is to be furnished by the contractor.

Contractor is responsible for proper protection of work with barricades and temporary construction fence. All work shall be in compliance with OSHA requirements.

Installation and maintenance of erosion control devices in accordance with Section 806 will be considered incidental to the work. Payment for this work shall be a lump sum for the entire project. The contractor shall make every effort to not cause soil, mud, earth, sand, gravel, rock, stone, concrete or other materials, debris or liquids to be deposited or to roll, flow, wash or drop onto any public street, road, alley or other public or private property. The contractor shall immediately remove any such soil, mud, earth, sand, gravel, rock, stone, concrete or other materials, debris or liquids that is deposited, rolled, flowed, washed or dropped onto any public street, road, alley or other public or private property.

No trees shall be removed without written permission from the owner of the tree and the City Engineer.

All trees, brush, excess soil and construction debris shall be properly disposed of offsite. All disposal shall be considered incidental to the work and no direct payment will be made.

All Sodding shall be done in accordance with Section 803 and all Seeding shall be done in accordance with Section 805 of the Standard Specifications.

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

4.1 Site #1 - Hanley Road Pedestrian Facilities (in no particular order):

- Grade the roadside ditch and right-of-way areas for proposed ditch, sidewalk and retaining wall.
- Remove existing RCP storm sewer pipe and flared end section.
- Install new RCP storm sewer pipe and grated drop inlet within roadside ditch.
- Adjust existing utilities.
- Provide structural engineering design for proposed segmental block retaining wall.
- Install proposed segmental block retaining wall per drawings and contractor-provided structural engineering design.
- Install non-reinforced Portland cement concrete sidewalks and ramps.
- Install pedestrian crossing signs along street.
- Install proposed pavement markings for crosswalk.
- Restore all impacted site areas.

4.2 Site #2 Feise Road Pedestrian Facilities (in no particular order):

- Grade the roadside parkway for proposed sidewalk.
- Adjust existing utilities.
- Install non-reinforced Portland cement concrete sidewalks and ramps.
- Install proposed pedestrian actuated warning signal system.
- Remove existing pavement markings
- Install pedestrian crossing signs along street.
- Install proposed pavement markings for crosswalk.
- Restore all impacted site areas.

4.3 Site #3 Kings Mill Drainage Facilities (in no particular order):

- Install proposed inline drain storm sewer.
- Adjust existing utilities.
- Grade area around new domed inlet to drain into new domed inlet.
- Restore all impacted site areas.

4.4 Site #4 Bates/McCluer Pedestrian Facilities (in no particular order):

- Grade the roadside parkway for proposed sidewalk.
- Adjust existing utilities.
- Install non-reinforced Portland cement concrete sidewalks and ramps.
- Remove existing pavement markings
- Install proposed stop bars and other pavement markings for crosswalk.
- Restore all impacted site areas.

4.5 Site #5 Highway N Pedestrian Facilities (in no particular order):

- Grade the roadside parkways for proposed sidewalks.
- Adjust existing utilities.
- Install non-reinforced Portland cement concrete sidewalks and ramp.
- Restore all impacted site areas.

4.6 MAINTENANCE OF TRAFFIC

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

4.7 CONTRACTOR'S WORK SCHEDULE

Payment for this work will be made at the contract unit prices bid for each of the pay items included in the contract. No direct payment will be made for any inconvenience or time lost because of the interference of traffic. The contractor shall submit to the City Engineer a complete schedule of operations.

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

4.8 CONTROL OF MATERIAL (CERTIFIED TEST RESULTS)

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

No direct payment will be made for this work.

5. PROJECT SUBMITTALS AND CLOSEOUT

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

- Bid Guaranty (IB-2) Submitted: _____
- Contract Agreement (CA-1 to CA-3, IB-1) Submitted: _____
- Performance Bond (PB-1&2, IB-5) Submitted: _____
- Payment and Material Bond (PMB-1, IB-6) Submitted: _____
- Certificate of Insurance (IB-5) Submitted: _____
- Affidavit of Work Authorization (IB-7 to IB-8) Submitted: _____
- Preliminary Work Schedule Submitted: _____
- List of Subcontractors (IB-2) Submitted: _____

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

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

6. OPEN RECORDS

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

LIST OF DRAWINGS

Accompanying these specifications are the following contract drawings which are to illustrate and to be a part of these specifications and the contract documents:

“A SET OF CONSTRUCTION PLANS FOR THE
Pedestrian and Drainage Facilities Improvements Project
CITY OF DARDENNE PRAIRIE, MISSOURI”

City of Dardenne Prairie Project No. 970810

Sheet Number	Sheet Description
1	Cover Sheet
2-3	Site#1 Hanley Road Pedestrian Facilities
4	Site#2 Feise Road Pedestrian Facilities
5	Site#3 Kings Mill Drainage Facilities
6	Site#4 Bates/McCluer Pedestrian Facilities
7-10	Site#5 Highway N Pedestrian Facilities
11-18	Details

JOB SPECIAL PROVISIONS

Job Special Provisions shall prevail over the Standard Specifications and the Job Specifications whenever it conflicts therewith.

A. UTILITIES

1.0 The City does not warrant that the depiction of utility lines or facilities on bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work. It is, therefore, the responsibility of the contractor to verify all utility lines or facilities information indicating existence, location and status of any facility. Such verification includes direct contact with the owner of each utility.

1.1 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in the Standard Specifications. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, his subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.2 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 It shall be noted to the contractor that the City of Dardenne Prairie is not a member of Missouri One Call (800 Dig Rite). City utility facilities includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, storm sewers, etc.

B. NOTIFICATION/COORDINATION

1.0 The City Engineer must notify Wentzville School District of the contemplated work prior to the Contactor commencing its work.

2.0 Basis of Payment. No direct payment shall be made for notification/coordination.

C. COOPERATION BETWEEN CONTRACTORS

1.0 This contract is essential to the construction of the project. The City may issue concurrent construction contracts.

2.0 When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

3.0 Basis of Payment. No direct payment will be made for any additional cost resulting from cooperation between contractors.

D. HOURS OF WORK

1.0 Description. The hours of work described in these documents shall be limited to 7 am to 7 pm Monday through Friday CST and 9 am to 5 pm Saturday and Sunday, except as described in these specifications.

2.0 Basis of Payment. No additional payment will be made for these restricted hours in the completion of this project.

E. ADA RAMPS WITH TRUNCATED DOMES

1.0 Description. This work shall consist of constructing ADA ramps with truncated domes on concrete curb ramps. The ADA ramps with truncated domes will be constructed as indicated on the plans.

1.1 These ramps will be constructed according to Federal standards (Americans with Disabilities Act).

2.0 Basis of Payment. Payment for the above mentioned work will be incidental to the contractor's unit bid prices for concrete ramps.

F. SEGMENTAL BLOCK RETAINING WALLS

1.0 Related Documents. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 Performance Requirements.

(a) Structural Performance: Provide segmental retaining walls capable of withstanding the effects of gravity loads due to soil pressures resulting from grades indicated, and determined according to NCMA's "Design Manual for Segmental Retaining Walls."

1. Include the effects of sloped backfill as indicated on Drawings.

2. Include the effects of superimposed loads (surcharge) as indicated on Drawings.

(b) Seismic Performance: Provide segmental retaining walls capable of withstanding the effects of earthquake motions determined according to NCMA's "Segmental Retaining Walls—Seismic Design Manual".

(c) Drainage: Provide segmental retaining wall drainage system capable of preventing accumulation of groundwater in retained soils and in retaining wall foundation soils.

1.3 Submittals.

(a) Product Data: For each type of product indicated.

1. For installed systems indicated to comply with design loads, include wall elevations, wall sections, grid details, and structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Submit directly to City Engineer for file purposes.

(b) Samples for Initial Selection: For concrete units.

1.4 Delivery, Storage and Handling.

(a) Store and handle concrete units and accessories to prevent deterioration or damage due to moisture, temperature changes, contaminants, breaking, chipping, or other causes.

(b) Store geosynthetics in manufacturer's original packaging with labels intact. Store on elevated platforms, protected from moisture, sunlight, chemicals, flames, temperatures above 160 deg F (71 deg C) or below 32 deg F (0 deg C), and other conditions that might damage them. Verify identification of geosynthetics before using and examine them for defects as material is placed.

2.0 Manufacturers.

(a) Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Segmental Retaining Wall Units:

a. Licensees of Allan Block Corporation.

b. Licensees of Anchor Wall Systems, Inc.

c. Licensees of Geo Western, Inc.

d. Licensees of ICD Corporation.

e. Licensees of Keystone Retaining Wall Systems, Inc.

f. Licensees of Reinforced Earth Company (The).

- g. Licensees of Risi Stone Systems; a division of Rothbury International Inc.
 - h. Licensees of Rockwood Retaining Wall Systems.
 - i. Licensees of Tensar Earth Technologies, Inc.
 - j. Licensees of Versa-Lok Retaining Wall Systems; a division of Kiltie Corp.
2. Soil Reinforcement (if required):
- a. Civil Engineering Fabrics; a division of BP Amoco Chemicals.
 - b. Colbond Geosynthetics.
 - c. HUESKER, Inc.
 - d. Luckenhaus, Inc.
 - e. Strata Systems, Inc.
 - f. TC Mirafi.
 - g. TENAX Corporation.
 - h. Tensar Earth Technologies, Inc.
 - i. Versa-Lok Retaining Wall Systems; a division of Kiltie Corp.
- 2.1 Segmental Retaining Wall Units.
- (a) Concrete Units: ASTM C 1372, Normal Weight, except that units shall not differ in height more than plus or minus 1/16 inch (1.6 mm) from specified dimension.
 - 1. Provide units that comply with requirements for freeze-thaw durability.
 - 2. Provide units that interlock with courses above and below by means of integral lugs or lips, pins, clips.
 - (b) Colors: As selected by City Engineer from manufacturer's full range.
 - (c) Shapes: Provide units matching basic shape, dimensions, and face texture indicated by referencing manufacturer's pattern designation. Pattern shall be as follows:
 - 1. Straight split-face standard size (no multi-faceted faces).
 - 2. Single size throughout (no mosaic).
 - 3. No tumbling or "weathered" look.
 - 4. No "plantable" wall faces.
 - (d) Cap Units: Provide cap units of same shape as other units with smooth, as-cast top surfaces without holes or lugs.
 - (e) Special Units: Provide corner units, end units, and other shapes as needed to produce segmental retaining walls of dimensions and profiles indicated and to provide texture on exposed surfaces matching face.
 - (f) Batter/Stagger: None
- 2.2 Installation Materials.
- (a) Pins: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
 - (b) Clips: Product supplied by segmental retaining wall unit manufacturer for use with units provided, made from nondegrading polymer reinforced with glass fibers.
 - (c) Cap Adhesive: Product supplied or recommended by segmental retaining wall unit manufacturer for adhering cap units to units below.
 - (d) Leveling Base: Comply with requirements as recommended by segmental retaining wall manufacturer.
 - (e) Granular Backfill: Comply with requirements as recommended by segmental retaining wall manufacturer.
 - (f) Reinforced Soil Fill: Comply with requirements as recommended by segmental retaining wall manufacturer.
 - (g) Non-reinforced Soil Fill: Comply with requirements as recommended by segmental retaining wall manufacturer.

(f) Soil Reinforcement: Product specifically manufactured for use as soil reinforcement and as follows:

1. Physical Properties: As required for completed segmental retaining walls to comply with performance requirements.

3.0 Examination.

(a) Examine areas and conditions, with Installer present, for compliance with requirements for excavation tolerances, condition of subgrades, and other conditions affecting performance of segmental retaining walls.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.1 Retaining Wall Installation.

(a) General: Place units according to NCMA's "Segmental Retaining Wall Installation Guide" and segmental retaining wall unit manufacturer's written instructions. Lay units in running bond.

1. Form corners and ends by using special units.

(b) Leveling Base: Place and compact base material to thickness indicated and with not less than 90 percent maximum dry unit weight according to ASTM D 1557.

1. At contractor's option, unreinforced lean concrete may be substituted for upper 1 to 2 inches (25 to 50 mm) of base. Compact and screed concrete to a smooth, level surface.

(c) First Course: Place first course of segmental retaining wall units on leveling base/course for full length of wall. Place units in firm contact with each other, properly aligned and level.

1. Tamp units into leveling base as necessary to bring tops of units into a level plane.
2. Place and compact fill, either drainage or soil fill as indicated, to top of first course. Place fill on both sides of wall at same time without disturbing alignment of units. Fill voids between and within units with granular backfill.

(d) Subsequent Courses: Remove excess fill and debris from tops of units in course below. Place units in firm contact, properly aligned, and directly on course below.

1. For units with lugs designed to fit into holes in adjacent units, lay units so lugs are accurately aligned with holes, and bedding surfaces are firmly seated on beds of units below.
2. For units with lips at front of units, slide units as far forward as possible for firm contact with lips of units below.
3. For units with pins, install pins and align units according to manufacturer's written instructions.
4. For units with clips, install clips and align units according to manufacturer's written instructions.
5. Place fill on both sides of wall at same time, where both sides are indicated to be filled.
6. Fill voids between and within units with granular backfill.

(e) Cap Units: Place cap units and secure with cap adhesive according to manufacturer's written instructions.

3.2 Fill Placement.

(a) General: Comply with requirements as recommended by segmental retaining wall unit manufacturer, NCMA's "Segmental Retaining Wall Installation Guide," and segmental retaining wall unit manufacturer's written instructions.

(b) Place, spread, and compact fill in uniform lifts for full width and length of embankment as wall is laid. Begin at back of wall and place and spread fill toward embankment.

1. Use only hand-operated compaction equipment within 48 inches of wall, or one-half of height above bottom of wall, whichever is greater.
2. Compact granular backfill to not less than 95 percent maximum dry unit weight according to ASTM D 1557.
3. Compact reinforced soil fill to not less than 95 percent maximum dry unit weight according to ASTM D 1557.
 - a. In areas where only hand-operated compaction equipment is allowed, compact to not less than 90 percent maximum dry unit weight according to ASTM D 1557.
4. Compact non-reinforced soil fill to comply with Division 2 Section "Earthwork."

(c) Place a layer of granular backfill at least 12 inches (300 mm) deep behind wall to within 12 inches (300 mm) of finished grade. Place a layer of filter fabric between drainage fill and soil fill.

1. Wrap drainage pipe with filter fabric and place in drainage fill as indicated, sloped 1:50 to drain.
2. Place impervious fill over top edge of drainage fill layer.

(d) Place soil reinforcement in horizontal joints of retaining wall where indicated and according to soil reinforcement manufacturer's written instructions. Embed reinforcement a minimum of 8 inches (200 mm) into retaining wall and stretch tight over compacted backfill. Anchor soil reinforcement before placing fill on it.

1. A minimum length of geogrid soil reinforcement equal to 70% of the wall height is required. The final design length is the responsibility of the contractor.
2. Place additional soil reinforcement at corners and curved walls to provide continuous reinforcement and to comply with manufacturer's written instructions.
3. Place geosynthetics with seams, if any, oriented perpendicular to segmental retaining walls.
4. Do not dump fill material directly from trucks onto geosynthetics.
5. Place at least 6 inches (150 mm) of fill over reinforcement before compacting with tracked vehicles or 4 inches (100 mm) before compacting with rubber-tired vehicles.
6. Do not turn vehicles on fill until first layer of fill is compacted and second layer is placed over each soil-reinforcement layer.

(e) Wall Design Engineer of Record shall be responsible for selecting and specifying reinforced fill material. Reinforced fill material shall have minimum angle of internal friction of 30 degrees. Contractor is responsible for ensuring and documenting the reinforced fill meets the specified parameters for both strength and compaction.

(f) Design Criteria for Retaining Wall System:

1. Design Parameters: Design of the SRW system shall be based on the soil conditions as determined in the field.
2. Design Requirements:
 - a. Unless otherwise indicated below, SRW design shall be performed in strict accordance with the procedures presented in the NCMA Design Manual for Segmental Retaining Walls.
 - b. Internal Stability of Walls:
 1. Minimum Factor of Safety on Tensile Overstress 1.2
 2. Minimum Factor of Safety on Geogrid Pullout (peak load criterion) 1.5
 3. Minimum Factor of Safety on Facing Shear (peak load criterion) 1.5
 4. Minimum Factor of Safety Connections (peak load criterion) 1.5
 5. Minimum Factor of Safety for Uncertainties 1.5

c. External Stability:

1. Minimum Factor of Safety Against Base Sliding (static condition) 1.5
2. Minimum Factor of Safety Against Overturning 2.0
3. Minimum Factor of Safety for Global Stability 1.5
4. Minimum Factor of Safety for Bearing Capacity 2.0

d. Design shall address hydrostatic loading, seismic loading, rapid drawdown, surcharge, and backslopes where appropriate. Minimum Design Live Load of 125 psf shall be used for all walls. Minimum Design Live Load of 250 psf shall be used for walls supporting entrance drives, service drives and other areas subject to traffic.

3.3 SRW Tolerances.

(a) SRW Tolerances: Installation of SRW face location shall be within all the following tolerances:

1. Vertical control from plan: ± 1.25 inches over a 10 foot distance.
2. Horizontal location control from plan:
 - a. Straight lines: ± 1.25 inches over a 10 foot distance.
 - b. Straight and radius corner locations: ± 6.0 inches.
 - c. Curves and serpentine radius: ± 6.0 inches.
3. Rotation of the wall face during construction: Maximum 2.0 degrees from established wall plan batter.
4. Bulging: ± 1.25 inches over a 10 foot distance.

(b) Mechanical vibrating plate compactors shall not be used on top of the units. The contractor shall compact fill between units and the backfill zone behind the units by running hand-operated compaction equipment just behind the units. The contractor shall perform compaction to Manufacturers Specifications.

3.4 Field Quality Control.

(a) Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

(b) Comply with requirements in Division 2 Section "Earthwork" for in-place compaction testing.

1. In each compacted backfill layer, perform at least 1 field in-place compaction test for each 150 feet (50 m) or less of segmental retaining wall length.

3.5 Adjusting and Cleaning.

(a) Remove and replace segmental retaining wall construction of the following description:

1. Broken, chipped, stained, or otherwise damaged units. Units may be repaired if methods and results are approved by Engineer.
2. Segmental retaining walls that do not comply with other requirements indicated.

(b) Replace units so segmental retaining wall complies with other requirements, and shows no evidence of replacement.

4.0 Basis of Payment. The accepted quantity will be paid for at the contractor's unit bid price, for the pay item shown on the design plans. The contract's unit price and payment will be full compensation for providing design of wall, a technical advisor as needed, furnishing all materials, fabricating modular wall blocks and cap blocks, excavation, leveling pad placement and constructing the SRW in place.

G. UTILITY ADJUSTMENTS

1.0 Description. Pedestals, manholes, inlets, coverings, valves, etc., will be relocated or adjusted to grade according to the Standard Specifications.

2.0 Basis of Payment. Visible needed adjustments or relocations are indicated on the plan sheets. Payment for adjusting existing utility manholes, pedestals, coverings, valves, etc., whether included on the plans or not, will be paid for at the contractors lump sum unit bid price for “Adjust or Remove Existing Improvements”.

H. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

2.0 Traffic Management Schedule

2.1 Traffic management schedules shall be submitted to the City Engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the City Engineer 48 hours prior to lane closures or shifting traffic onto detours.

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

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

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

2.6 All traffic control that shall remain in the roadway one hour after sunset to one hour before sunrise shall be lighted. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices 2003 Edition with the most current revisions.

3.0 Work Hour Restrictions.

3.1 There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day.

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

4.0 Detours and Lane Closures.

4.1 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the City Engineer.

4.2 At least one lane of traffic in each direction shall be maintained at all times everywhere except at the currently sequenced area of construction and except for brief intervals of time required when the movement of the contractor’s equipment will seriously hinder the safe movement of traffic. Any traffic control plan with periods during which the contractor will be allowed to halt traffic will be approved by the City Engineer.

5.0 Intersection and Road Closures

5.1 The contractor shall submit for approval a complete sequencing plan for the construction including any closures of intersections and various sections of street between intersections.

6.0 Basis of Payment. Payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, and shall be considered completely covered by the lump sum unit price for “Temporary Traffic Control”.

I. EXISTING SIGNS

1.0 Description. Existing signs to be removed and relocated or replaced shall be protected by the contractor and shall remain in the same condition prior to removal. Any damaged signs will be replaced at the contractor’s expense.

2.0 Basis of Payment. This work shall be considered incidental to the cost of the work impacting the existing signs.

J. PEDESTRIAN ACTUATED WARNING SIGNALS FOR CROSSWALK

1.0 Description. This work shall consist of furnishing and installing a pedestrian actuated warning signal system for the proposed crosswalk.

1.1 The complete system shall consist of two (2) pole mounted flashing signals, each with dual, bi-directional LED beacon lights and modules, wireless push buttons, self-contained solar engines with swiveling and adjustable mounting angles, and an energy management system. The signals shall be a Carmanah SC315 GENIII Solar Pedestrian Crosswalk Flashing Dual Beacon, or approved equivalent.

1.2 Each signal shall be assembled and installed according to the manufacturer’s recommendations.

2.0 Warranty. The contractor shall warranty the completed system for a period for two years after acceptance of the construction by the City Engineer.

3.0 Basis of Payment. Payment for the completed signal system will be paid for at the contractors lump sum unit bid price for “Pedestrian Actuated Warning Signals System”. The contract’s unit price and payment will be full compensation for furnishing all materials, appurtenances, assembly, excavation, pavement repair, configuration, programming, testing, warranty, and installation of the signals in place.

K. RELOCATE EXISTING IRRIGATION

1.0 Description. The contractor shall take all possible precautions to avoid disturbance of the any existing lawn irrigation system. Where irrigation relocations are unavoidable, the contractor shall relocate the system to maintain equivalent irrigation coverage of the same yard areas. The contractor shall be responsible for performing a thorough investigation and inventory of all existing irrigation systems within the project area prior to the bid upon which to base their bid.

2.0 Assurance. Upon completion of the construction, the contractor shall thoroughly test irrigation systems impacted by relocations and assure the full and proper operation of all impacted irrigation system.

3.0 Basis of Payment. Payment for relocating existing irrigation systems will be paid for at the contractors lump sum unit bid price for “Relocate Existing Irrigation”. The contract’s unit price and payment will be full compensation for furnishing all materials, appurtenances, assembly, excavation, repairs and testing of all irrigation systems that require relocation.

L. SEEDING AND SODDING

1.0 Description. As a general rule, fields and common grounds will be seeded. Exceptions to this rule may be made on the plans or by the City Engineer.

1.1 The contractor shall be responsible for the proper care of seeded areas during the period when grass is becoming established. Any area to be seeded, which does not produce a suitable stand of grass, shall be reseeded as directed by the City Engineer.

1.2 Seeding shall be performed within the seeding season as follows:

Spring Season April 1 to June 20

Fall Season September 15 to November 15

1.3 The contractor may, at their own risk, perform seeding or at times other than those specified above. If seeding is performed outside of prescribed seeding seasons and a proper stand of grass is obtained, in the opinion of the City Engineer, the seeding work will be accepted. If a proper stand of grass is not obtained, the area will be reseeded by the contractor at no cost to the owner.

1.4 Suitable equipment necessary for proper preparation of the ground surface and for handling and placing all required materials shall be on hand and in good operation and shall be approved by the City Engineer before the various operations are started.

1.5 When conditions are such, by reasons of extreme drought, excessive moisture or other factors, satisfactory results are not likely to be obtained, the work shall be stopped and shall be resumed only when the desired results are likely to be obtained.

The order of work operations shall be as follows:

1. Removing debris
2. Tilling
3. Smooth grading
4. Mulching
5. Applying fertilizer
6. Incorporating fertilizer
7. Sowing seed
8. Cleaning up

1.6 Prior to the commencement of tilling and smooth grading, all debris, stone, waste materials and heavy growths which may interfere seriously with subsequent smooth grading, tilling, or sowing operations, shall be removed.

1.7 The areas to be seeded shall be thoroughly prepared to a depth of four inches by disking, harrowing, culti-packing, or other approved means. Tilling shall continue until the condition of the soil is acceptable to the City Engineer as suitable as the seeding operation. The areas to be seeded shall then be smooth graded to final grade required as approved by the City Engineer. The entire area is to be covered with straw mulch. The mulch shall be uniformly applied at a rate of 4,000 pounds per acre and shall be spread by hand, straw spreader or other suitable equipment, and then lightly disked.

1.8 Fertilizer shall be distributed uniformly over the areas to be seeded at a rate that will provide not less than 50 pounds of nitrogen per acre. Distribution shall be by hand or by common fertilizer distributor. Following distribution, fertilizer shall be incorporated into the soil to a depth of 2 inches by disking or harrowing.

1.9 Seeds to be used shall be a good grade of suitable mixed lawn grass, approved by the State of Missouri for viability and freedom from excessive amounts of weeds seeds.

1.10 Seed shall be broadcast either by hand or by approved sowing equipment at a rate which will provide 50 pounds of the City Engineer-specified seed mixture per acre. The seed shall be uniformly distributed over areas to be seeded. Immediately after sowing, the seed shall be covered by means of a culti-packer or other approved device.

2.0 Description: As a general rule, established lawns will be sodded. Exceptions to this rule may be made on the plans or by the City Engineer.

2.1 Areas to sodded will be sodded with the type of grass that was present prior to construction. It is believed that all lawns that will be disturbed by construction are predominantly bluegrass. If other types of lawns are encountered, sodding will be with sod of the predominant specie present in the lawn.

2.2 The contractor shall be responsible for clearing and grading the areas for sodding as required and approved by the City Engineer prior to tilling the surface for sodding.

Approved borrow material may be required for the grading work. If suitable top soil, meeting the approval of the City Engineer, is not available on the project where sod is to be placed, the contractor shall furnish and place 8 inches of top soil at the contractor's expense prior to the placement of the sod.

2.3 For a period of sixty (60) days after placing, the contractor shall water the sod regularly to maintain adequate moisture in the upper four (4) inches of soil, as necessary for the promotion of deep root growth. The contractor shall maintain and be responsible for the sod for a minimum of ninety (90) days after placing and until final acceptance of the project by the Owner: or in the opinion of the City Engineer, the sod is well established, deeply rooted to the underlying soil, and in good living condition.

2.4 New sod is to be installed with no gaps between the rows, rolled into place, and fertilized.

Sod installed on slopes should be secured and/or staked so that sod will not slide downhill. The contractor shall protect sod from washing out or eroding until the grass is well established, deeply rooted and in good living condition. Fertilizer shall be distributed uniformly over the areas to be sodded at a rate which will provide not less than 50 pounds of nitrogen per acre. Distribution shall be by hand or by common fertilizer distributor.

2.5 Sod placed in the winter season will not be approved until sufficient time of the following growing season has elapsed to assure that the sod is well established, deeply rooted to the underlying soil and in good live growing condition.

2.6 If, during the guarantee period following acceptance of the completed project by the City, it can be shown that defective materials or workmanship were used in sodding, the contractor shall replace and maintain the sodding until approved by the City Engineer.

2.7 The lawns that have zoysia sod must be replaced with zoysia. If project is completed in a season not conducive to planting zoysia sod, the bluegrass sod will be placed and once season allows zoysia to grow. The contractor must remove the bluegrass sod and replace with zoysia. Payment or installing zoysia sod will be paid at twice the square yard unit cost for sodding. Zoysia sod shall be placed any time during growing season from May 1 to August 15. The full area shall be sodded. Plug or strip sodding will not be permitted.

3.0 Basis of Payment. Payment for the above mentioned work will be at the contractors unit bid price for "Finish-Grade/Seed//Fertilize/Mulch" per acre and "Finish-Grade/Sod/Fertilize" per square yard.

M. CONTRACTOR FURNISHED SURVEYING, STAKING AND LAYOUT

1.0 Description. Construction Stakes, Lines and Grades. This work shall consist of providing the necessary surveying and staking for the successful prosecution of work. Staking work shall be in accordance with general accepted surveying practices and provisions herein. The Standard Specifications, Section 150 may be used as guidance.

2.0 The contractor shall be responsible for the preservation of all right of way monuments, property markers, benchmarks, control points and reference marks set or located by the City Engineer. If any of this monumentation is carelessly or willfully destroyed or disturbed by the contractor, the cost of replacement may be charged against the contractor and deducted from the payment for the work.

3.0 All surveying shall be documented by the contractor in a written form acceptable to the Engineer. All surveying documents shall be available to the City Engineer upon request. All documents shall be labeled with the route, job number, county, contractor name, survey party supervisor, and date.

4.0 The City Engineer will furnish and set control points with known coordinates. The City Engineer will furnish electronic drawing data to layout the job and location benchmarks as indicated on the plans. Except as specified herein, the contractor shall provide all other staking including, but not limited to, centerline stakes, additional lines, connections, ramps and loops, slope stakes, grade stakes, construction benchmarks and reference stakes locating all drainage, roadway and bridge structures, minor staking for utility companies, and utilities necessary for the successful prosecution of the work. All alignment control established by the contractor shall be referenced and a copy of the references furnished to the City Engineer.

5.0 Any surveying or measurements necessary for computing pay quantities will be performed by the City Engineer. The contractor shall notify the City Engineer at least two (2) working days prior to disturbing any areas used to calculate pay quantities.

(a) Note that a detailed survey was not performed for "Site#5 Highway N Pedestrian Facilities.

1. The layout of the proposed improvements at this site shall be per the following:

a. The Americans with Disabilities Act shall prevail in all construction.
b. All sidewalk facilities within five (5) feet of the existing curb shall be constructed with a cross slope toward the existing curb.

c. The sidewalk facilities proposed to be constructed west of Post Road shall be constructed typically per the following:

1. The edge of the proposed sidewalk closest to the existing curb shall be constructed three (3) feet from the back of the existing curb.

2. Grades adjacent to sidewalk shall be a 2% cross slope draining to top of curb on the street side of the sidewalk and a maximum of 3H:1V north of the sidewalk (cut or fill).

d. The sidewalk facilities proposed to be constructed east of Post Road shall be constructed typically per the following:

1. The edge of the proposed sidewalk closest to the existing curb shall be constructed abutting the existing curb separated by a continuous, full-depth 0.5-inch wide expansion joint.

2. Grades adjacent to sidewalk shall be a maximum of 3H:1V (cut or fill).

6.0 All surveying work performed by the contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate staking or time lost for corrective action will be considered as an inexcusable and non-compensable delay.

7.0 The construction centerline shown on the plans shall be accurately established and the control points of all curves shall be referenced. If it becomes necessary to introduce an equation in order to conform to the plan stationing, or if a plan equation is changed, such changes will be at the written direction of the City Engineer.

7.1 If discrepancies are discovered while setting construction stakes, the contractor shall immediately notify the City Engineer. The City Engineer will determine the nature of the discrepancy and make revisions as necessary on the plans. Any restaking required by such revisions will be the responsibility of the contractor.

7.2 After the centerline has been established and referenced, centerline elevations shall be taken at all stations and at any other points required to ensure the computation of accurate quantities. Centerline elevations shall be based on the plan datum and all benchmarks shown on the plans shall be checked. In the event a difference of plus or minus 0.01 foot exists in elevation for any benchmark shown on the plans, check levels shall be run and shown in the notes. The elevations shall be corrected to plan elevation at each benchmark where any

difference occurs and shall be noted in the field notes. Where a plan benchmark has been disturbed or if it is not feasible to correct to plan elevation, a full explanation shall be made in the notes. The contractor shall furnish the City Engineer a listing of benchmarks prior to beginning construction.

7.3 If original plan cross-sections differ from existing conditions by an average deviation in excess of 1 foot, the contractor shall immediately notify the City Engineer. The City Engineer will be responsible for taking cross-sections where deviations are determined to exist.

8.0 After completing any bridge, box culvert or retaining wall staking, the contractor shall furnish the City Engineer structural layout plan sheets, which show the location of all points that have been staked. At the time of furnishing the marked layout sheets, the contractor shall meet with the City Engineer to review the layout a minimum of two (2) working days before construction begins.

9.0 Upon completion of the project, the contractor shall provide the City Engineer with all of the original surveying field notes, layouts and computations in standard bound survey notebooks or in a form acceptable to the City Engineer. The contractor shall also provide to the City Engineer a job cost report for all costs charged on the contractor's cost records kept in the ordinary course of business for contractor furnished staking.

10.0 Basis of Payment. Payment for the above mentioned work will be incidental to the contractor's unit bid price for "Contractor Furnished Survey/Layout", per Lump Sum.

N. RESTAKING OF RIGHT-OF-WAY AND PROPERTY LINES/CORNERS

1.0 Description. This work shall consist of restaking disturbed right-of-way and property monuments or the establishment of new right-of-way and property lines. This work shall include all labor, materials and equipment to set relocated or new property pins, which work shall be paid for at the contract unit price per each.

2.0 Basis of Payment. Payment for the above mentioned work will be incidental to the contractor's lump sum unit bid price for "Contractor Furnished Survey/Layout".

O. GENERAL SITE ITEMS

1.0 The contractor is to maintain and be responsible for drainage throughout the project duration.

The contractor will plate any new or existing structures that may be required due to phasing/construction work. Any backfill in paved areas will be patched with asphalt if this area is to remain open to the public for more than five (5) days or as might be required by the City Engineer.

2.0 The contractor shall keep the work site in an orderly manner, free from trash and other debris. All work materials removed from the site shall be removed by the end of each workday.

3.0 Mailboxes within the limits of operations shall be removed, as needed, by the contractor. They shall be set temporarily where they will be accessible to both the carrier and the patron, and shall be properly reset by the contractor at designated locations before final acceptance of the work by the City. Mailboxes damaged by the contractor shall be replaced by the contractor. All mailbox supports set by the contractor shall comply with AASHTO guidelines. Mailboxes reset into retaining walls shall be considered incidental.

4.0 The contractor will maintain access for local trash services. In the event local trash agencies cannot provide service, the contractor will provide trash service.

5.0 Basis of Payment. This work is incidental within the cost of other items of construction.

P. WORKMANSHIP

1.0 The contractor shall at all time employ sufficient labor and equipment for prosecuting the work to full completion in the matter and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

2.0 The labor provided by the contractor shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and, shall not needlessly encumber the premises or adjacent property or streets with materials and/or equipment.

3.0 The contractor shall make satisfactory arrangements to store material and equipment after delivery and before and during construction. The City can assume no responsibility prior to the completion and final acceptance of the installation.

4.0 Basis of Payment. No direct payment shall be made for workmanship.

Q. DAMAGE TO FACILITIES

1.0 Any damage to items that are to remain or recently constructed items will be repaired by the contractor to the satisfaction of the City Engineer. If a portion of the roadway, curb and gutter, sidewalk, etc. is damaged and removal and replacement required, it will be from joint to joint.

2.0 Basis of Payment. No direct payment shall be made for repairing damaged facilities.

R. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The city's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Colonel David Todd, Chief of Police
St. Charles County Police Department
101 Sheriff Dierker Court
O'Fallon, MO 63366
Email:Chief@sccmo.org
Phone: 636-949-3000
Emergency: 911

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the City Engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

(This page intentionally left blank)

CITY-CONTRACTOR AGREEMENT
PEDESTRIAN AND DRAINAGE FACILITIES IMPROVEMENTS PROJECT
Sealed Bid 970810

This Agreement, made between _____, hereinafter called the Contractor, and the City of Dardenne Prairie, Missouri herein called the City, for consideration in the amount of _____ dollars & 00/100 (\$ _____ .00), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

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

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the City Engineer to begin work and shall fully complete all work under this contract within ninety (90) calendar days. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged in the amount of three hundred (\$300) dollars per day for each calendar day until the job is completed, accepted, and approved by the City Engineer. Contract completion is defined as acceptance of all work including correction of all deficiencies.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the Contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 10% retainage will be held from all invoices submitted to the City for payment until the final lien waivers and other close out paperwork are furnished to the City.

ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the City Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the Contractor along with the final lien waivers. This estimate shall be

based on all work completed, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

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

ARTICLE 7. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the City one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place. Missouri Annual Wage Order #22 as amended 3/10/2015 shall be in effect for this project.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

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

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

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

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

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

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

CONTRACTOR: _____

CITY OF DARDENNE PRAIRIE, MO

BY: _____

BY: _____

TITLE: _____

TITLE: MAYOR

ATTEST: _____

ATTEST: _____

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

Kimberlie Clark, CITY TREASURER

(This page intentionally left blank)

PERFORMANCE BOND

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

(firm

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

(partnership

Contractor in the State of _____, and _____
_____ of _____

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held and firmly bound unto the City of Dardenne Prairie, (hereinafter called the "City"), in the penal sum of _____

_____ Dollars (\$ _____
_____) lawful money of the United States, for the payment of which to be made unto said City, 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 City for the construction of: _____

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

*Line out the inapplicable designation

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

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

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

Principal

(SEAL)

ATTEST:

BY _____

(SEAL)

ATTEST:

PAYMENT AND MATERIALS BOND

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

_____, as Principal, and _____,
Surety and Address

_____, as Surety, are held and firmly bond unto the City of
Dardenne Prairie, Missouri, hereinafter called Obligee, in the amount of \$ _____

_____,
for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators,
successors, trustees, and assigns firmly by these presents.

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

and

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

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

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

BY: _____
PRINCIPAL

BY: _____
SURETY

(This page intentionally left blank)

REFERENCES

Please list references for similar projects you have completed in the last ten (10) years:

1. Name of Project _____
Address _____
Contact Person _____ Phone # _____
Email _____

2. Name of Project _____
Address _____
Contact Person _____ Phone # _____
Email _____

3. Name of Project _____
Address _____
Contact Person _____ Phone # _____
Email _____

(This page intentionally left blank)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 092

ST. CHARLES COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations