

**SPECIFICATIONS**

**FOR**

**ASPHALT PAVING &  
ASPHALT OVERLAY**

**FOR THE COUNTY OF BOONE**

**2002**

**Bid No. 48-27JUNE02**

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**NOTICE TO BIDDERS**

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Boone County, Missouri is accepting sealed bids for furnishing all labor, materials, and equipment necessary to complete the following work:

**BID NO. 48-27JUN02**  
**PART A: ASPHALT PAVING WORK FOR THE COUNTY OF BOONE**  
**PART B: ASPHALT OVERLAY WORK FOR THE COUNTY OF BOONE**

Sealed bids will be accepted until 1:15 p.m. CST, on Thursday, June 27, 2002 at the Boone County Purchasing Office, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, Missouri 65201. Bids received after the above specified time for opening will be returned to the sender unopened.

The Bid is scheduled to open at 1:30 p.m. CST, on Thursday, June 27, 2002 in the Boone County Commission Chambers, Boone County Government Center, 1<sup>st</sup> Floor, 801 E. Walnut, Columbia, Missouri.

Bid documents are available at the Boone County Purchasing Department, 601 E. Walnut, 2<sup>nd</sup> Floor, Columbia, Missouri or on our website at [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing) .

**A pre-bid conference has been scheduled for 9:00 a.m., Monday, June 17, 2002 at the Boone County Public Works Department, located at 5551 Highway 63 South, Columbia, Missouri. The purpose of the meeting will be to address any questions or concerns regarding the bid and to make a site visit. All bidders are urged to attend.**

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not, and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

COUNTY OF BOONE, MISSOURI

David Mink, P.E.  
Director Public Works

**BID RESPONSE**

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TO: COUNTY OF BOONE, MISSOURI  
SUBJECT: PAVING/OVERLAY OF BOONE COUNTY ROADS

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

**SECTION I - PRICING**

**PART A: Paving**

For furnishing all labor, materials and equipment to complete the scope of work as defined herein for **PAVING WORK, approx. 3,194 tons:**

**UNIT PRICE per ton – Base Mix - in place - \$ \_\_\_\_\_**

**UNIT PRICE per ton – Surface Mix – in place - \$ \_\_\_\_\_**

**UNIT PRICE per hour for sub-grade removal - \$ \_\_\_\_\_**

**ALTERNATE: UNIT PRICE per ton RAP base- \$ \_\_\_\_\_**

**PART B: Overlay**

For furnishing all labor, materials and equipment to complete the scope of work as defined herein for **OVERLAY WORK, approx. 5,509 tons:**

**UNIT PRICE per ton – Surface Mix – in place - \$ \_\_\_\_\_**

**SECTION II**

**SUBCONTRACTORS:** No subcontracted work will be allowed in the performance of this proposal.

**SECTION III**

I hereby agree to complete the work herein specified before September 30, 2002 and to allow a deduction of \$500.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the above specified date.

**SECTION IV**

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

**SECTION V**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

**Signature:** Firm \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Date \_\_\_\_\_

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**STATEMENT OF BIDDERS QUALIFICATIONS**

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Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: \_\_\_\_\_
2. Business address: \_\_\_\_\_  
\_\_\_\_\_
3. When organized: \_\_\_\_\_
4. When incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number: \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:
7. If you have done business under different name, please give name and location:
8. Percent (%) of work done by own staff:
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:
10. Have you ever defaulted on a contract?:
11. List of contracts completed within last four years, including value of each:
12. List of projects currently in progress:  
\* Attach additional sheets as necessary \*

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## INSTRUCTIONS TO BIDDERS

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The purpose of the attached specifications is to give detailed data on the conditions under which the new overlay will be constructed, scope of Contract, quality of material and equipment required, standards used in determining its acceptability and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

### **Exceptions to Specifications - Pages:**

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All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of this specifications.

Bidders shall visit the site of the work and inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which the work of this contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of the Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria - cost, bidders qualifications and experience, and time required for completion.

On award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, they may submit to the County a written request for an interpretation thereof three working days prior to the pre-bid conference. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

**Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.**



## WAGE RATES

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**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

**RECORDS:** The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.

## **INSURANCE REQUIREMENTS**

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**CONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County.

**COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

**COMPREHENSIVE GENERAL LIABILITY INSURANCE:** The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**AUTOMOBILE PUBLIC LIABILITY AND PROPERTY:** The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$250,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of the work.

**OWNER'S CONTINGENT OR PROTECTIVE LIABILITY AND PROPERTY DAMAGE:** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the contract. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits.

**PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the County with Certificate (s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the paving contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.

## **CONTRACT CONDITIONS**

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**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" shall mean the County of Boone, Missouri, acting through its authorized County officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Public Works or Road and Bridge Department.

"Director" shall mean the Director of Boone County Public Works or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

Not later than forty-five (45) days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain ten percent (10%) of the amount of each such estimate. Not later than forty-five days after final tests and acceptance, the County will make final payment of the retained ten percent. If, for any reason, the County should delay testing and acceptance, then final payment shall be due and payable 60 days after completion of all items of the contract unless such tests and acceptance are delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the County

from any and all claims or liabilities on the part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: no money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, or (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this contract, or for liquidated damages. The County is by this contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against all suits for patent infringement on materials, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.



## **SALES/USE TAX EXEMPTION**

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**SALES TAX EXEMPTION PROCEDURE :** County will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to insure that no sales or use taxes are included in the invoices and that the county pays no sales/use taxes from which it is exempt. The contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## **GENERAL SPECIFICATIONS**

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**MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

**SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the jobsite a copy of the drawings and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

**PROTECTION OF WORK:** The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

**REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION:** The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**INTERFERENCE:** All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives or the County.

**METHOD OF PAYMENT:** The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

**BID BOND:** Each bid response shall be accompanied by a proposal guaranty equalizing 5% of the total amount bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance/Bond and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bond.

**INSPECTIONS:** All projects will be coordinated with the Public Works Department. Contract shall notify the department within 48 hours of any work to be scheduled.

**DETAILED SPECIFICATIONS**  
**Asphalt Paving / Asphalt Overlay**

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**SUMMARY OF WORK:** The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, labor necessary for all work pertaining to the surfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

**SEQUENCE OF OPERATION:** "Schedule of Quantities" is a listing of streets on the surfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to effect the most efficient paving order. The County reserves the right to dictate paving order to reduce conflict with other concurrent projects.

**SURFACE PREPARATION:** The County shall be responsible for the preparation of streets including removal and replacement of sub-grade and surface failures. The Contractor may be required to perform minor sub-grade repair that results during the paving process. A bid response for this item is included on page 2.1 of these specifications. The Contractor will be paid a One Hour minimum if utilized. All unsuitable materials shall be disposed of in an area designated by the Engineer and/or Representative. The Contractor shall be responsible for sweeping and removal of all loose surface material.

**MONITORING OF TRAFFIC:** The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the County.

**RIGHT-OF-WAY:** All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

**TRAFFIC CONTROL:** The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag person to expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for a sufficient period of time to prevent scuffing or flushing of the asphalt surface wherever possible.

The contractor shall post "no parking" signs (in areas determined by the engineer), at least 24 hours prior to commencement of paving operations. It shall be contractors responsibility to coordinate with the Sheriff's Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

**UTILITIES TO BE MARKED:** The contractor shall mark and record each utility opening or manhole which is covered by paving materials. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractors cost.



## **PART A: PAVING**

**FULL DEPTH PAVING:** Full depth paving shall be defined as 3-1/2" of plant base mix type I-B or B mix alternate and 1-1/2" of surface mix type I-C or C mix alternate. Alternate mixes may be considered upon pre-approval by the engineer.

**ALTERNATE – RAP BASE:** Bidders responding to the alternate for price per ton of rap base shall also submit specifications of material and application procedures for the Public Works Departments review and approval.

**PROJECT LIMITS:** The limits or boundaries of the areas to receive pavement shall be paved to the cross-section provided on Detail A on page 13.1 of these specifications. All variances to the cross-section detail shall be pre-approved by the Engineer and/or Representative. The Contractor shall apply an asphalt surface to all drivable areas on the listed roads within County right-of-way including all intersections, cul-de-sacs, etc., excluding concrete bridge decks. The contractor shall pave an additional 50' of roadway in each direction as measured from the intersection of each gravel County maintained road.

**ASPHALT APPLICATION:** The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Asphalt laid adjacent to gutter lines shall meet the existing grade unless the engineer waives this requirement. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging.. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. See Detail A for a typical driveway turn-out. Furthermore, the approaches to all bridges and intersecting hard surfaced roadways shall be excavated to a minimum of 5" at the bridge/road and tapered away in order to facilitate a smooth transition between the full-depth pavement and the bridge deck/road. Milling work at intersections with other hard surface roadways will include the entire width of the traveled area. The engineer shall have sole discretion in determining the scope of this work. All milling expenses shall be included in the bid amount. See Detail B for any variances to the Asphalt Application specification.

**DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY:** If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of this contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

**REMOVAL AND REINSTALLATION OF MAILBOXES:** If needed, mailboxes shall be removed and reinstalled in accordance to specifications of the U.S. Postal Service. If post needs to be raised, it shall be removed completely and reinstalled to the appropriate height.

**WEATHER LIMITATIONS:** Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

**ROLLERS:** See Section 222.4.G Page 222-9 of the City of Columbia Street and Sewer Standards and Specifications, said standards being on file with the City of Columbia Public Works Department and incorporated herein by reference.

**PREPARATION, TRANSPORTATION AND SPREADING OF THE MIX:** See Section 222.4. of the City of Columbia Street and Sewer Standards and Specifications.

## **PART B: ASPHALT OVERLAY**

**SUMMARY OF WORK:** The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

**SEQUENCE OF OPERATION:** "Schedule of Quantities" is a listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to effect the most efficient paving order with final approval by the engineer.

**SURFACE PREPARATION:** The County shall be responsible for the preparation of streets including removal and replacement of sub-grade and surface failures. The Contractor shall be responsible for sweeping and removal of all loose surface material.

**MONITORING OF TRAFFIC:** The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the County.

**RIGHT-OF-WAY:** All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc) within the right-of-way damaged due to the paving process.

**TRAFFIC CONTROL:** The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for a sufficient period of time to prevent scuffing or flushing of the asphalt surface wherever possible.

The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractors responsibility to coordinate with the Sheriff's Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

**TACK COAT APPLICATION:** Tack coat shall be an anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day.

**UTILITIES TO BE MARKED:** The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractors cost.

**LEVEL OR WEDGE COURSE:** A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1 1/2" depending on the depth of the depressed area. In areas where more than 1 1/2" of level or wedge are required, additional lifts will be used.

The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 2 1/4" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade unless the engineer waives this requirement. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. Furthermore, the approaches to all concrete-decked bridges shall be milled to a minimum of 2" at the bridge and tapered away in order to facilitate a smooth transition between the overlay and the bridge deck. Such milling expenses shall be included in the bid amount.

**MILLING:** Milling of the old asphalt roadway at hard surfaced driveways may be necessary to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 2" or as designated by the engineer. Milling shall be included in the bid amount.

**DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY:** If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

**WEATHER LIMITATIONS:** Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative.

Mixture shall not be placed during inclement weather.

**ROLLERS:** See Section 222.4.g Page 222-9,10 of the City of Columbia Street and Sewer Standards and Specifications, said standards being on file with the City of Columbia Public Works Department and incorporated herein by reference.

**PREPARATION, TRANSPORTATION AND SPREADING OF THE MIX:** See Section 222.4. of the City of Columbia Street and Sewer Standards and Specifications.

**GRADATION SPECIFICATIONS: Asphalt Paving / Asphalt Overlay**

Sieve	Spec. Alternate for the B Mix	State Spec. I-B Mix	Spec. Alternate for the C Mix	State Spec. I-C Mix
1"	<b>100</b>	100	<b>100</b>	
3/4"		80-100	<b>100</b>	100
1/2"	<b>60-90</b>	60-85	<b>80-100</b>	90-100
3/8"		50-75		60-90
#4	<b>35-65</b>	35-55	<b>40-65</b>	40-65
#8	<b>25-50</b>	25-40	<b>30-55</b>	25-45
#16		15-30		18-35
#30	<b>10-35</b>	10-20	<b>10-30</b>	12-25
#50		6-15		7-19
#100		4-12		4-11
#200	<b>5-12</b>	2-7	<b>4-12</b>	2-7

**INSPECTION:** Inspection of all work will be by County Public Works employees or a designated representative.

**CHANGES:** The County reserves the right to delete any of the streets shown in the respective "Schedule of Quantities" and/or add new streets with equivalent quantities.

**BRIDGES WITH LOW TON RATINGS:** The Public Works Department shall issue temporary crossing permits for bridges with less than sufficient weight limits. Restrictions will apply and all activity over such bridges will be monitored by the Department.

**Schedule of Quantities**  
**Part A: Asphalt Paving**

PROPOSED PAVEMENT PROJECT LOCATIONS FOR 2002

Road Name	Description	Length (Miles)	Estimated Tons
Locust Grove Church Rd.	Hill just north of Westlake Rd.	0.60	1742
Thornhill Rd.	Route F to bridge	0.25	726
Moreau Rd.	Low water crossing to the south	0.25	726
<b>Total:</b>		<b>1.10</b>	<b>3194</b>

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**Schedule of Quantities**  
**Part B: Asphalt Overlay**

PROPOSED OVERLAY PROJECT LOCATIONS FOR 2002

Road Name	Description	Length (Miles)	Estimated Tons
Lake of the Woods Rd.	St. Charles Road to Route PP	1.51	1196
Old Hwy 63 North	Crofton Hall Rd. to Hwy 124	4.95	4313
<b>Total:</b>		<b>6.46</b>	<b>5509</b>

## **CONTRACT AGREEMENT**

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THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and

\_\_\_\_\_ (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Bid No. 47-27JUN02  
Asphalt Paving and Asphalt Overlay  
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The following contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders	General Specifications
Bid Response	Detailed Specifications
Statement of Bidders Qualifications	Contract - County of Boone
Instructions to Bidders	Performance Bond
Wage Rates	Labor & Material Payment Bond
Contract Conditions	Affidavit - Prevailing Wage
Insurance Requirements	Notice to Proceed

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, included in this Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1996", a copy of which can be obtained from the Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case another Government Entity or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The contractor agrees that he will comply with all applicable federal, state, and local laws and regulations and ordinances.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued there under and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, this \_\_\_\_\_ at  
(Date)

Columbia, Missouri  
(City)

OWNER, BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Don Stamper  
Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Wendy Noren, County Clerk

(Seal)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Name Title

ATTEST:

\_\_\_\_\_

Approved:

Approved as to Legal Form:

\_\_\_\_\_  
David Mink, P.E.  
Director  
Public Works

\_\_\_\_\_  
John Patton  
Boone County Counselor



**Performance Bond**

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KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called  
Owner, in the amount of

\_\_\_\_\_ Dollars, for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_  
entered into a Contract with Owner for:

**Asphalt Paving and Asphalt Overlay  
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in accordance with drawings and specifications prepared by the County of Boone Public Works  
Department, which contract is by reference made a part hereof, and is hereinafter referred to as  
the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, and shall faithfully pay all prevailing hourly wages  
and comply with all prevailing wage requirements as provided by such Contract and applicable  
prevailing wage laws, rules and rates specified by regulation there under, then this obligation  
shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the  
Owner having performed Owner's obligations there under, the Surety may promptly remedy the  
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its  
terms and conditions, and upon determination by Owner and Surety of the lowest responsible  
bidder, arrange for a Contract between such bidder and Owner, and make available as work  
progresses (even though there should be a default of a succession of defaults under the  
Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the  
cost of completion less the balance of the Contract price, but not exceeding, including other  
costs and damages for which the Surety may be liable hereunder, the amount set forth in the  
first paragraph hereof. The term "balance of the Contract price", as used in this paragraph,  
shall mean the total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

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

(SEAL)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

**LABOR AND MATERIAL PAYMENT BOND**

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KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,

as Principal, hereinafter called Contractor, and \_\_\_\_\_,

a corporation organized under the laws of the State of \_\_\_\_\_,

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**Asphalt Paving and Asphalt Overlay  
Bid No. 47-27JUN02**

in accordance with drawings and specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with

substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR : \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Attorney-in-Fact) (Seal)

BY: \_\_\_\_\_ (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond).