

COLE COUNTY DEPARTMENT OF PUBLIC WORKS



KLEFFNER RIDGE PAVEMENT REPLACEMENT  
Project No. 2023-505-1

BID DATE: November 3, 2023

BIDDING DOCUMENTS

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## **ADVERTISEMENT FOR BIDS**

### **NOTICE TO BIDDERS**

SEALED PROPOSALS consisting of:

#### **KLEFFNER RIDGE PAVEMENT REPLACEMENT PROJECT NO. 2023-505-1**

Located on Kleffner Ridge in Sec 9, T43N, R11W in Cole County, Missouri, and

WILL be received and opened publicly at the office of Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri 65101 at

**9:00 A.M. on Friday, November 3, 2023**

Any and all bids received after the time specified above will be returned unopened.

The proposed work consists of concrete removals, aggregate base, concrete pavement replacement, joint sealing, seeding and mulching, erosion control, and miscellaneous work on Kleffner Ridge near Wardsville, Missouri.

Plans and specifications may be viewed and downloaded online in the bids section at [www.colecounty.org](http://www.colecounty.org). A hard copy of the specifications will not be provided but an 11"x17" hard copy of the plans will be provided upon request in advance.

All contractors wishing to bid on this project shall submit the plan holder contact information form found in the specifications to [ccpwprojects@colecounty.org](mailto:ccpwprojects@colecounty.org) prior to the bid opening.

The Owner reserves the right to reject any and all bids and to waive informalities therein, to determine the lowest and best bid and to approve the bond. E.O.E.

News Tribune: 10/08/23; 10/15/23 and 10/22/23



## **NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101, until 9:00 A.M., **Friday, November 3, 2023**. The bids will be opened and read aloud at the Cole County Commission, Courthouse Annex, Room 200, 311 East High Street at 9:00 A.M. on that same day.

The proposed work consists of concrete removals, aggregate base, concrete pavement replacement, joint sealing, seeding and mulching, erosion control, and miscellaneous work on Kleffner Ridge near Wardsville, Missouri for:

### **KLEFFNER RIDGE PAVEMENT REPLACEMENT PROJECT NO. 2023-505-1**

All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the Director of Cole County Public Works, 5055 Monticello Road, Jefferson City, Missouri 65109.

Plans and specifications may be viewed and downloaded online in the bids section at [www.colecounty.org](http://www.colecounty.org). A hard copy of the specifications will not be provided but a hard copy of the plans will be provided upon request in advance. All contractors wishing to bid on this project shall submit the plan holder contact information form found in the specifications to [ccpwprojects@colecounty.org](mailto:ccpwprojects@colecounty.org) prior to the bid opening.

All wages paid for work under this contract shall comply with requirements of the prevailing wage law of the State of Missouri, Section 290.210 through 290.340, RSMo. 1986.

A certified check on a solvent bank or a bid bond by a satisfactory surety in an amount to five percent (5%) of the total amount of the bid must accompany each proposal.

A one-year Performance and Guarantee Bond is required.

The County reserves the right to reject any or all bids and to waive informalities therein to determine which is the lowest and best bid and to approve the bond.

COUNTY OF COLE



Mattheuw Prenger, P.E.  
County Engineer

## **INSTRUCTIONS TO BIDDERS**

### **2-1 Scope of Work**

The proposed work consists of concrete removals, aggregate base, concrete pavement replacement, joint sealing, seeding and mulching, erosion control, and miscellaneous work on Kleffner Ridge near Wardsville, Missouri.

### **2-2 Inspection of Plans, Specifications, and Site of Work**

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and contract forms before submitting a proposal.

### **2-3 Interpretation of Contract Documents**

If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications, or any part thereof, which affect the cost, quality, quantity, or character of the project, he shall request in writing that an interpretation be made and an addendum be issued by the Engineer, which shall then be delivered to all bidders to whom Plans and Specifications have been issued. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the Contractor from delivering the completed project in accordance with the intent of the Plans and Specifications to provide a workable project.

### **2-4 Qualifications of Bidders**

The County of COLE may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County of COLE all such information and data for this purpose as the County of COLE may request. The County of COLE reserves the right to reject any bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy the County of COLE that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

### **2-5 Equivalent Material**

Wherever definite reference is made in these Specifications to the use of any particular material or equipment, it is to be understood that any equivalent material or equipment may be used which will perform adequately the duties imposed by the general design, subject to the approval of the Engineer.

### **2-6 Bid Security**

Each bid must be accompanied by a certified check or bid bond made payable to the County of COLE for five percent (5%) of the amount of the base bid. Bid securities will be returned after award of contract except to the successful bidder.

Should the successful bidder or bidders fail or refuse to execute the bond and the contract required within ten (10) days after he has received Notice of Acceptance of his bid, he shall forfeit to the County of COLE as liquidated damages for such failure or refusal, the security deposited with his bid.

## **2-7 Preparation of Bids**

Bid must be made upon prescribed forms attached at the back of these Specifications. Only sealed bids will be considered, all bids otherwise submitted will be rejected as irregular.

Do NOT include federal excise tax or sales and use taxes in the bid prices. This project will be a **SALES TAX EXEMPT** project. A copy of the federal tax exemption certificate will be furnished if required.

All blank spaces in the bid must be filled in and no change shall be made in the phraseology of the bid or addition to the items mentioned therein. Any conditions, limitation, or provisions attached to bids will render them informal and may be considered cause for their rejection.

## **2-8 Prices**

The price submitted for each item of the work shall include all cost of whatever nature involved in its construction, complete in place, as described in the Specifications.

## **2-9 Addenda**

Addenda may be issued on this project at any time up to 24 hours prior to the bid date and time. Occasionally an addendum may contain information that could affect a contractor's bid. It shall be the responsibility of the contractor to verify if any addenda have been issued prior to submitting their bid. The County assumes no liability if a contractor fails to incorporate addenda into their bid.

## **2-10 Approximate Quantities**

In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the successful Contractor. The quantities stated on which unit prices are so invited are approximate only and each bidder shall make his own estimate from the plans of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bid. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work.

## **2-11 Lump Sum Items**

Payment for each lump sum item shall be at the lump sum bid for the item, complete in place, and shall include the costs of all labor, materials, tools, and equipment to construct the item as described herein and to the limits shown on the Plans.

## **2-12 Submission of Bids**

The Bid and the Bid Security guaranteeing the same shall be placed in a sealed opaque envelope and marked **KLEFFNER RIDGE PAVEMENT REPLACEMENT, PROJECT NO. 2023-505-1**. The envelope shall be clearly marked with the project name, project number, and the bidder's name and address.

## **2-13 Alternate Bids**

In making the award if alternate bids have been requested, that alternate bid will be used which will be to the best interest of the County of COLE.

## **2-14 Withdrawal of Bids**

If a bidder wishes to withdraw his bid, he may do so before the time fixed for the opening, without prejudice to himself. No bidder may withdraw his bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids.

## **2-15 Right to Reject Bids**

The County of COLE reserves the right to reject any or all bids, to waive any informality in the bids received, or to accept the bid or bids that in its judgment will be for the best interest of the County of COLE.

## **2-16 Award of Contract**

If within ten (10) days after he has received Notice of Acceptance of his bid, the successful bidder or bidders shall refuse or neglect to come to the office of the Director of Public Works and to execute the Contract and to furnish the required Contractor's Bond, properly signed by the Contractor and the Surety or Sureties satisfactory to the County of COLE as hereinafter provided, the bidder or bidders shall be deemed to be in default and shall forfeit the deposit.

## **2-17 Performance, Payment and One Year Guarantee Bond**

A Performance, Payment and One Year Guarantee Bond in an amount equivalent to one hundred percent (100%) of the Contract price, must be furnished and executed by the successful bidder or bidders, this bond to be in the form contained in this Contract.

The Surety shall be a corporate Surety Company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the County of COLE.

## **2-18 Indemnification and Insurance**

The Contractor agrees to indemnify and hold harmless the County and the Engineer from all claims and suits for loss of or damage to property, including loss of all judgments recovered therefore, and from all expense in defending said claims, or suits, including court costs, attorney fees, and other expense caused by any act or omission of the Contractor and/or his subcontractors, their respective agents, servants, or employees.

### **Certificate of Insurance**

The Contractor shall be required to provide the County of COLE with a "Certificate of Insurance."

## **2-19 Bid Security Returned to Successful Bidder**

Upon the execution of the Contract and approval of Bond, the Bid Security will be returned to the bidder unless the same shall have been presented for collection prior to such time, in which case the amount of the deposit will be refunded by the County of COLE.

## **2-20 Nondiscrimination in Employment**

Contracts for work under this bid will obligate the Contractor and subcontractors not to discriminate in employment practices.

## **2-21 Prevailing Wage Law**

The principal contractor and all subcontractors shall pay not less than the prevailing wage hourly rate for each craft or type of workman required to execute this contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.210 through 290.340, RSMo. 1986. (See Determination herewith included in Section 5.)

## **2-22 Guarantee**

The Contractor guarantees that the equipment, materials, and workmanship furnished under this contract will be as specified and will be free from defects for a period of one (1) year from the date of final acceptance. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Within the guarantee period and upon notification of the Contractor by the County, the Contractor shall promptly make all needed adjustments, repairs, or replacements arising out of defects which, in the judgment of the Engineer, or the County, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor, or by his surety under the terms of the Bond.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of installation thereof.

If within ten (10) days after the County gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments themselves or order the work to be done by a third party, the costs of the work shall be paid by the Contractor.

In the event of an emergency where, in the judgment of the County, delays would cause serious loss or damage, repairs or adjustments may be made by the County, or a third party chosen by the County, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor, or by his surety under the terms of the Bond.

### **2-23 Notice to Proceed**

A written notice to begin construction work will be given to the Contractor by the County of COLE after the contractor has executed the Contract Documents. No direct payment will be made to the contractor for any reason of their compliance with this provision. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from this notice to proceed.

### **2-24 Work Schedule**

To insure that the work will proceed continuously through the succeeding operations to its completion with the least possible interference to traffic and inconvenience to the public, the Contractor shall submit for approval a complete schedule of his proposed construction procedure, stating the sequence in which various operations of work are to be performed. The Contractor may not change the work sequence without the prior approval of the Engineer. Additional detailed information can be found in the job special provisions.

### **2-25 Section 292.675 RSMo. Safety Training Requirements**

In 2008 the Missouri General Assembly adopted HB 1549, creating additional requirements affecting public works contracts by requiring all contractors and subcontractors doing work on a project to provide and require their on-site employees to complete a ten (10) hour course in construction safety and health that is approved by the federal Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations, which is at least as stringent as an approved OSHA program; and

**The following items will be required in this contract:**

**Section One:** Any contractor for Cole County for purposes of construction of public works and any subcontractor to such contractor shall comply with the provisions of section 292.675, RSMo. and provide a ten-hour OSHA construction safety program for the on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program.

**Section Two:** All employees who have not previously completed this course must do so within sixty (60) days of beginning work on a Cole County construction project.

**Section Three:** Any employee found on a work site subject to this ordinance without documentation of successfully completing this course shall have twenty (20) days to produce such documentation before being subject to removal from the project.

**2-26 Excessive Unemployment Law and Restrictive States**

Bidders are hereby notified that the excessive unemployment law is in effect. During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds **5 percent** for two consecutive months. **(See Sections 290.550 through 290.580 RSMo).**

**Restrictive States** - workers from these states are **NOT** allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

**Non-Restrictive States** - workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode

Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

**2-27 Contract Time**

This contract shall be a completion date contract. The contract shall be completed by no later than **December 31, 2023**. Additional information pertaining to the completion date can be found in the Job Special Provisions.

**2-28 Liquidated Damages**

Liquidated damages shall be assessed at the rate of **Seven Hundred Dollars (\$700.00)** per calendar day until the project is complete, should the project not be completed with the specified time period.

All information pertaining to the liquidated damages can be found in the Job Special Provisions.

**2-29 Pre-Construction Meeting**

A pre-construction meeting will be scheduled before construction begins. The contractor's project manager, work zone manager and foreman shall be required to attend.

**PLAN HOLDER CONTACT INFORMATION**

**COUNTY OF COLE, MISSOURI**

**KLEFFNER RIDGE PAVEMENT REPLACEMENT  
PROJECT NO. 2023-505-1**

All potential bidders **SHALL** complete this form and submit it to the Cole County Public Works email address listed below in order to provide contact information required. All other plan holders may submit this form at their own option. Addenda will be posted on the county website. In the event of disruption of website services, all such information will be communicated to all registered plan holders.

Any bids received from individuals/companies that do not submit this form in advance will not be opened.

Project Name: Kleffner Ridge Pavement Replacement  
Project No. 2023-505-1  
Bid Opening Date/Time: November 3, 2023  
Plans and Specifications: Free Download Below

<https://colecounty.org/Bids.aspx?CatID=All&txtSort=Category&showAllBids=&Status=>

Contact Information: (All Information is Required)

Company Name (If Applicable): \_\_\_\_\_

Plan Holder Name / Contact: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email this completed form to: [ccpwprojects@colecounty.org](mailto:ccpwprojects@colecounty.org)



**PROPOSAL FORM**

**COUNTY OF COLE, MISSOURI**

**KLEFFNER RIDGE PAVEMENT REPLACEMENT  
PROJECT NO. 2023-505-1**

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

To: Cole County Department of Public Works  
5055 Monticello Road  
Jefferson City, MO 65109

**THE UNDERSIGNED BIDDER**, having examined the Plans, Specifications, Regulations of the Contract, Special Conditions 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 for the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavement, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installation, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the excavations to be made, and the type, character, and general condition of materials to be excavated; (e) the necessary handling and re-handling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) storm and flood water; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work.

**HEREBY PROPOSED** to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with the proposed Contract Documents and the drawings, Specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications and he understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the Specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for needs that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

**KLEFFNER RIDGE PAVEMENT REPLACEMENT  
PROJECT NO. 2023-505-1**

<b>BID PROPOSAL FORM</b>					
ITEM	DESCRIPTION	UNITS	NO. OF UNITS	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	PAVEMENT REMOVAL	SY	1,020.0		
3	6" CONCRETE PAVEMENT	SY	1,020.0		
4	4" TYPE 5 AGGREGATE BASE	SY	1,020.0		
5	TRAFFIC CONTROL	LS	1		
<b>TOTAL BID</b>					

BIDDER recognizes and acknowledges the receipt of the following Addenda:

DATE                      Addendum Number                      DATE                      Addendum Number

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If the Bidder intends to use any subcontractor in the course of the construction, he shall list them. (If necessary, attach additional pages to list all subcontractors.)

Company Name      Address      City, State, Zip      Work To Be Performed      % of Bid

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**TIME OF COMPLETION:**

The undersigned hereby agrees to complete the project by no later than **December 31, 2023**, subject to the stipulations of the regulations of the Contract and the Special Conditions.

It is understood that the specifications governing the construction of the work contemplated are those known and designated as the "Missouri Highway & Transportation Commission Standard Specifications for Highway Construction" approved by the Missouri Highways & Transportation Commission, together with the special provisions, job and general, if any attached to this proposal.

It is understood and agreed that if this Proposal is accepted, the prices quoted above include all applicable state taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees that the accompanying bid deposit shall become the property of the County should he fail or refuse to execute the Contract or furnish Bond as called for in the specifications within the time provided.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a Contract in the form of Contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

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Contact Person	Company Name	Mailing Address	City, State & Zip Code
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It is understood and agreed that this bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_)

Dollars (cashier's check), made payable to the County of COLE.



**SIGNATURE AND IDENTITY OF BIDDER**

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

**AN INDIVIDUAL:**

_____ Name of Individual	_____ Residence Street Address
_____ Social Security Number	_____ City, State & Zip Code
_____ Firm Name, If Any	_____ Business Address
_____ Business Telephone Number	_____ City, State & Zip Code
_____ Signature	_____ Date

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**A PARTNERSHIP:**

_____ Name of Partnership	(State Names & Addresses of All Partners)
_____ Partner	_____ Residence Address
_____ Partner	_____ Residence Address
_____ Business Address	
_____ City, State & Zip Code	_____ Business Telephone Number
_____ Signature of At Least One Partner	_____ Date

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**A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

Incorporated under the laws of the State  
of \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Officer

Corporate License No. \_\_\_\_\_  
(If a corporation organized in state other  
than Missouri, attach Certificate of \_\_\_\_\_  
Authority to do business in the State of  
Missouri.)

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Secretary (SEAL)

\_\_\_\_\_  
Date







**CONSTRUCTION CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **[INSERT CONTRACTOR'S NAME]**, hereinafter called "Contractor," and the **County of Cole, Missouri**, hereinafter called "County."

**WITNESSETH:** That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials, and supplies and for constructing the following County improvements:

**KLEFFNER RIDGE PAVEMENT REPLACEMENT  
PROJECT NO. 2023-505-1**

**NOW, THEREFORE**, the parties to this contract agree to the following:

1. **Manner and Time for Completion** The Contractor agrees with the County to furnish all supervision, labor, tools, equipment, materials, and supplies; to perform all necessary labor and supervision; and to construct, install, erect and complete all work stipulated in, required by and in accordance with the contract documents and drawings, specifications and other documents referred therein (as altered, amended or modified by addenda) and with any applicable County regulations and state and federal laws, within ten (10) working days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works in accordance with the contract documents.
  
2. **Prevailing Wages** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri. Contractor acknowledges that Contractor knows the prevailing hourly rate of wages for this project because Contractor has obtained the prevailing hourly rate of wages from the contents of **ANNUAL WAGE ORDER NUMBER 30 - COLE COUNTY** in which the rate of wages is set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed by Contractor in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Director of Public Works each week. In accordance with Section 290.250 RSMo., Contractor shall forfeit to the County One Hundred Dollars (\$100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.
  
3. **Contract Sum** The County shall pay the Contractor for the prompt, faithful, and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided, herein, in current funds the sum of **[Insert Construction Amount]**.

**TOTAL CONTRACT AMOUNT.....\$0,000,000**

The County hereby accepts and reserves and the Contractor is hereby bound thereby, Unit Prices of the Proposal submitted as follows:

**UNIT PRICES:**

For changing specified quantities of work from those indicated by the plans and specifications, upon written instructions of the County, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than shown on the plans and called for in the specifications. In the event of more or less units than so indicated or included, change orders shall be issued for the increased or decreased amount.

***Itemized Quantities shall be placed here in awarded contract***

**4. Insurance** Contractor shall procure and maintain at its own expense during the life of this contract:

(a) **Workers Compensation Insurance** for all of its employees to be engaged in work under this contract.

(b) **Contractor's Public Liability Insurance** in an amount not less than \$1,000,000 for all claims arising out of a single occurrence and \$100,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri workers compensation law, Chapter 287, RSMo., and Contractor's Property Damage Insurance in an amount not less than \$800,000 for all claims arising out of a single accident or occurrence and \$100,000 for any one person in a single accident or occurrence.

(c) **Automobile Liability Insurance** in an amount not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$100,000 for any one person in a single accident or occurrence.

**(d) Owner's Protective Liability Insurance** The Contractor shall also obtain at its own expense and deliver to the County a Owner's Protective Liability Insurance Policy naming the County of Cole as the insured, in an amount not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$100,000 for any one person in a single accident or occurrence, except for those claims governed by the provisions of the Missouri workmen's compensation law, Chapter 387, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion, or collapse.

**(e) Subcontracts** In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

**(f) Scope of Insurance and Special Hazard** The insurance required under Subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

**NOTE:** Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

**5. Contractor's Responsibility for Subcontractors** It is further agreed that Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the County may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the County or between any subcontractors.

**6. Liquidated Damages** The Director of Public Works may, at his discretion, deduct **Seven Hundred Dollars (\$700.00)** per day from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the work by such time, as long as the County does not terminate the right of Contractor to proceed. It is further provided that Contractor shall not be charged with liquidated damages because of delays in the completion of the

work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

**7. Termination** The County reserves the right to terminate this contract by giving at least five (5) days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the County should the Contractor be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the County or fail to observe or perform any provisions of the contract.

**8. County's Right to Proceed** In the event this contract is terminated pursuant to Paragraph 7, then the County may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the County for any costs over the amount of this contract thereby occasioned by the County. In any such case the County may take possession of, and utilize in completing the work, such materials, appliance, and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the County under any other provisions of the contract, County regulations, and state and federal laws.

**9. Indemnity** The Contractor agrees to defend, indemnify, and save the County harmless from and against all claims, suits, and actions of every description, brought against the County and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents, or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of the same, or on account of any act or omission of Contractor, its servants, agents, or subcontractors, or arising out of the award of this contract to Contractor.

**10. Payment for Labor and Materials** The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the County a bond to insure the payment of all materials and labor used in the performance of this contract. The Contractor is aware of, understands and agrees to abide by RSMo. 34.057.

**11. Payment** The County hereby agrees to pay the Contractor for the work done on a monthly basis pursuant to this contract according as set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the proposal of Contractor dated **November 3, 2023** which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder.

**12. Contract Time** The project covered under this contract shall be completed by no later than **December 31, 2023**.

**13. Contract Documents** The contract documents shall consist of the following:

- a. This Contract
- b. Addenda
- c. Notice to Contractors
- d. Instructions to Bidders
- e. Signed Copy of Bid
- f. General Conditions
- g. Special Provisions
- h. Technical Specifications
- i. Drawings and/or Sketches

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

**14. Nondiscrimination** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin, or ancestry, sex, religion, handicap, age, or political opinion, or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

**15. Anti-Discrimination Against Israel Act** The Contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**16. Notices** All notices required to be in writing may be given by first class mail addressed to Cole County Commission, Courthouse Annex, Room 200, 301 East High Street, Jefferson City, Missouri 65101, and **[INSERT CONTRACTOR'S NAME AND MAILING ADDRESS]**. The date of delivery of any notice shall be the second full day after the day of its mailing.

**17. Jurisdiction** This agreement and every question arising hereunder shall be interpreted according to the laws and statutes of the State of Missouri.

**IN TESTIMONY WHEREOF**, the parties have hereunto set their hands and seals as of the day and year below written.

Executed by the **COUNTY** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Cole County Commission**, Party of the First Part

\_\_\_\_\_  
Cole County Commission

**ATTEST:**

\_\_\_\_\_  
County Clerk (SEAL)

\_\_\_\_\_  
County Auditor  
*"I certify there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be incurred."*

Executed by the **CONTRACTOR** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CONTRACTOR**, Party of the Second Part

By \_\_\_\_\_

\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
Secretary (SEAL)

**CERTIFICATE OF INSURANCE**

Issued at the request of The County of COLE, Missouri

Address: Cole County Commission  
Courthouse Annex, Room 200  
311 East High Street  
Jefferson City, Missouri 65101

THIS IS TO CERTIFY that the insured named below is at this date insured with as described in the following schedule, and in full compliance with the Contract Documents, including all contractual liability coverage.

**DESCRIPTIVE SCHEDULE**

Name of Insured: \_\_\_\_\_

Address of Insured: \_\_\_\_\_

\_\_\_\_\_

Locations Covered: \_\_\_\_\_

\_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_



**PERFORMANCE, PAYMENT AND ONE YEAR GUARANTEE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_,  
hereinafter referred to as "Contractor" and \_\_\_\_\_  
a Corporation organized under the laws of the State of \_\_\_\_\_, and authorized to  
transact business in the State of \_\_\_\_\_, as Surety, are held and firmly  
bound unto the County of COLE, Missouri hereinafter referred to as "County" in the penal  
sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_),  
lawful money of the United States of America for the payment of which sum, well and truly  
to be made, we bind ourselves and our heirs, executors, administrators, successors, and  
assigns jointly and severally by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT: WHEREAS**,  
the above bounden Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
entered into a written contract with the aforesaid County for furnishing all materials,  
equipment, tools, superintendence, labor, and other facilities and accessories, for the  
construction of certain improvements as designated, defined, and described in the said  
Contract and the Conditions thereof, and in accordance with the specifications and plans  
therefore; a copy of said Contract being attached hereto and made a part hereof:

**NOW THEREFORE**, if the said Contractor shall and will, in all particulars, well, duly, and  
faithfully observe, perform, and abide by each and every covenant, condition, and part of  
the said Contract, and the Conditions, Specifications, Plans, Prevailing Wage Law, and  
other Contract Documents thereto attached or, by reference, made a part thereof,  
according to the true intent and meaning in each case, and if said contractor shall replace  
all defective parts, material and workmanship for a period of one year after acceptance  
by the County, then this Obligation shall be and become null and void; otherwise it shall  
remain in full force and effect.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials,  
sustenances, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal  
repairs, equipment, and tools consumed or used in said work, groceries and foodstuffs,  
and all insurance premiums, compensation liability, and otherwise, or any other supplies  
or materials used or consumed by such Contractor or his, their, or its subcontractors in  
performance of the work contracted to be done, the Surety will pay the same in any  
amount not exceeding the amount of this Obligation, together with interest as provided by  
law:

**PROVIDED FURTHER**, that the said Surety, for value received, to be performed  
thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation on this bond and it does hereby waive notice of any change, extension of time,  
alteration, or addition to the terms of the Contract, or to the work, or to the specifications:

**PROVIDED FURTHER**, that if said Contractor fails to pay the prevailing hourly rate of wages, as shown in the attached schedule, to any workman engaged in the construction of the improvements as designated, defined and described in the said Contract, specifications and conditions thereof, the Surety will pay the deficiency and any penalty provided for by law which the Contractor incurs by reason of (his/its) act or omission, in any amount not exceeding the amount of this obligation together with interest as provided by law:

**IN TESTIMONY WHEREOF**, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by it attorney-in-fact duly authorized thereunto so to do, at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_ (SEAL)

By \_\_\_\_\_ (SEAL)

By \_\_\_\_\_ (SEAL)  
Attorney-in-Fact

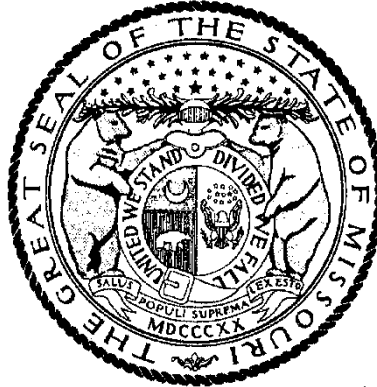
By \_\_\_\_\_ (SEAL)  
(State Representative)

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 026  
**COLE 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 \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$60.26
Boilermaker	\$28.77*
Bricklayer	\$55.66
<b>Carpenter</b>	<b>\$49.39</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.32
Plasterer	
Communications Technician	\$57.11
Electrician (Inside Wireman)	\$58.40
Electrician Outside Lineman	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$98.59
Glazier	\$28.77*
Ironworker	\$62.53
Laborer	\$43.32
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.77*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.81
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.55
Plumber	\$68.06
Pipe Fitter	
Roofer	\$52.39
Sheet Metal Worker	\$56.48
Sprinkler Fitter	\$64.54
Truck Driver	\$28.77*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.39
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.92
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.89
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.77
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;


If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

JOB SPECIAL PROVISIONS

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

- A. General
- B. Contract Liquidated Damages
- C. Work Zone Traffic Management Plan
- D. Emergency Provisions and Incident Management
- E. Project Contact for Contractor/Bidder Questions
- F. Utilities
- G. Earthwork
- H. Pre-Construction Conference
- I. Construction Staking
- J. Pavement Removal
- K. Mailboxes
- L. Roof Drains and Foundation Drains
- M. Protection of Adjacent Properties
- N. Removal and Replacement of Landscaping Features
- O. Concrete Replacement

	<p><b>COLE COUNTY PUBLIC WORKS</b>                  5055 MONTICELLO RD.                  JEFFERSON CITY, MO 65109                  Phone 573-636-3614</p>
	<p>PROJECT NUMBER: 2023-505-1                  KLEFFNER RIDGE                  DATE PREPARED: 10-4-23</p>
<p>Date: 10-4-23</p>	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

JOB SPECIAL PROVISIONS

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**A. GENERAL**

**1.0** The Technical Specification for this project shall consist of the latest effective version of the Missouri Standard Specifications for Highway Construction except as modified or contradicted by the County's Contract, Special Provisions, General Provisions, and Plans.

**2.0** The standard drawings for this project shall consist of the latest effective edition of the City of Jefferson Standard Drawings except as modified or contradicted by the County's Contract, Special Provisions, General Provisions, and Plans.

**2.1** Copies of the City of Jefferson Standard Drawings may be found on the City's website at [https://www.jeffersoncitymo.gov/government/developer\\_resources\\_forms.php](https://www.jeffersoncitymo.gov/government/developer_resources_forms.php) and are available upon request from the County.

**3.0** The Contractor shall familiarize himself with these drawings and specifications prior to bidding. Failure to do so shall not relieve the Contractor from delivering the completed project in accordance with the intent of the Plans and Specifications to provide a workable project.

**3.1** All construction details included with the plans and attached hereto shall be used in constructing this project.

**B. CONTRACT LIQUIDATED DAMAGES**

**1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8.

**2.0 Completion Date.** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.

**Completion Date: December 31, 2023**

**2.1** Should the Contractor, or in case of default, the surety, fail to complete the work before or by the above specified date, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

**Liquidated Damages Per Day: \$700.00**

**C. WORK ZONE TRAFFIC MANAGEMENT**

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

**2.0 Work Hour Restrictions.** There are no work hour restrictions for this project. It shall be the responsibility of the Engineer to determine if work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the Engineer.

JOB SPECIAL PROVISIONS

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**3.0 Lane Closures.**

**3.1** The Contractor shall notify the emergency response agencies prior to any closures. The Contractor shall submit a schedule of closure to the Engineer **TWO WEEKS** prior to a lane closure. The Engineer must approve the schedule prior to any work beginning.

**3.2** The road may be closed to thru traffic during construction, but local traffic must have access to the area at all times.

**3.3** When closing the road, the Contractor shall place Type III Movable Barricades with R11-2 signs and Type C warning lights at the road closure. The Contractor shall also place cones at all open cuts in the roadway until final pavement is in place. If the Contractor has to do any miscellaneous work before and/or after the road closures, or when equipment is in the road, he shall provide temporary traffic control. All traffic control shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). This shall include, but not be limited to, signing, flagging, cones, etc.

**4.0 Property Owner Coordination.** Contractor must coordinate with adjacent property owners to schedule the work. Contractor shall provide property owners access to their property at all times by use of phased construction, shared entrances, temporary entrances, or other means necessary. Property access closures may be allowed with permission of property owner and approval of the Engineer.

**5.0 Basis of Payment.** Any expenses incurred by the Contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price for "Traffic Control" per lump sum.

**D. EMERGENCY PROVISIONS AND INCIDENT MANANGEMENT**

**1.0** The Contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the Contractor shall notify law enforcement or other emergency agencies immediately as needed. The project contact'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 law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Cole County Sheriff	(573) 634-9160
Cole County EMS	(573) 634-2616
Osage Fire Protection District	911 (Emergency) (573) 635-4225 (Non-Emergency)
Missouri State Highway Patrol	(573) 751-1000

**JOB SPECIAL PROVISIONS**

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**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 law enforcement agency.

**2.2** The Contractor shall notify law 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 law enforcement and emergency agencies, a report shall be furnished to the 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.

**E. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

**1.0** All questions concerning the bidding process, specifications and plans for this project shall be forwarded to the project contact listed below.

Mattheuw Prenger, P.E., Project Contact  
County Engineer  
Cole County Public Works  
5055 Monticello Road  
Jefferson City, MO 65109

Telephone Number (573) 636-3614  
Fax Number (573) 636-8389  
E-mail: [mprenger@colecounty.org](mailto:mprenger@colecounty.org)

**F. UTILITIES**

**1.0** The location and extent of the existing underground utilities and utilities are not shown on the plans. It shall be the sole responsibility of the Contractor to locate, protect, and restore all existing utilities encountered on the project. Notify Missouri One Call (1-800-DIG-RITE or 811) for location of the utilities at least five days prior to construction.

**1.1** The Contractor shall be aware of the presence of utilities above and/or below the ground or in the vicinity of this project that may interfere with their operations. The Contractor expressly acknowledges and assumes this risk even though the nature and extent is unknown to both the Contractor and the owner at the time of bidding and award of the contract. The effect in cost or time of the presence of utilities above, below or in the vicinity of the Contractor's work under this contract shall not be compensable.

**1.2** 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 Section 105.7.3. 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, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

JOB SPECIAL PROVISIONS

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**1.3** 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 operations. The Contractor shall hold and save harmless the owner from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**1.4** The Contractor shall coordinate with utility companies to allow the utilities to inspect any exposed lines that are to remain in place before being backfilled. Any damage to the utilities that occurred during construction shall be repaired or replaced at the expense of the Contractor.

**2.0 Basis of Payment.** 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, unless otherwise noted.

**G. EARTHWORK**

**1.0 Description.** This work shall consist of all grading and excavation work required or necessary for the total completion of the project, except as noted elsewhere.

**1.1** Typical earthwork items on this project shall consist of, but not be limited to:

- Excavation required for pavement replacement.
- Excavating or filling to the limits shown on the plans.
- Hauling of waste material off site.

**2.0 Construction Requirements.**

**2.1** Grading activities shall conform to Sec 203 and other applicable areas of the Standard Specification.

**2.2** Excavation material from the removal of concrete pavement shall not be stockpiled on site in the adjacent yard areas. It is expected this material is waste and is to be hauled off.

**3.0 Basis of Payment.** All excavation, backfilling and finish grading necessary for the completion of all pay items for this project shall be incidental to the project and considered completely covered by the various items of work in the contract.

**H. PRE-CONSTRUCTION CONFERENCE**

**1.0** Prior to starting work, a pre-construction conference will be held to discuss the project, it's scheduling and it's coordination with the work of others. It is expected that this conference will be attended by representatives of the Owner, the Engineer, the Contractor and his Subcontractors, and the Utilities, as well as representatives of any other affected agencies.

**1.1** It shall be required that all of the Contractor's designated foremen that will oversee field operations of the project will attend the conference.

**1.2** The work schedule specified in the Instructions to Bidders shall be submitted at the conference.

JOB SPECIAL PROVISIONS

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**I. CONSTRUCTION STAKING**

**1.0** Construction staking for this project will be performed by the County. The Contractor shall provide one week's notice of any staking he wishes to have performed. Any restaking required due to the destruction of the original stakes shall be the responsibility of the Contractor.

**J. PAVEMENT REMOVAL**

**1.0** All removal of improvements necessary for the completion of the project in accordance with the plans shall be considered completely covered by the contract unit price for "Pavement Removal", per square yard.

**2.0** All concrete pavement shall be considered part of this pay item per square yard.

**3.0** Removal of any item not related to pavement shall be considered incidental to the project with no additional pay.

**4.0** There shall be no direct payment for sawing necessary for pavement removal.

**K. MAILBOXES**

**1.0** If U.S. Postal Service access to any mailboxes will be interrupted during construction, the Contractor shall contact the U.S. Postal Service to determine where the mailboxes should be set during construction.

**1.1** Any mailboxes that need to be removed during construction shall be temporarily relocated to ensure that mail delivery is uninterrupted.

**1.2** Mailboxes shall be reset at appropriate locations by the Contractor once work is complete. The Contractor shall reset in the locations as directed by the Engineer and to the standards required by the U.S. Postal Service and the plans.

**1.3** Any materials damaged by the Contractor shall be replaced with material of equal or better type and quality at the Contractor's expense.

**2.0 Basis of Payment.** All expenses incurred by the Contractor by reason of their compliance with these requirements shall be considered as being included in and completely covered by the contract unit prices for the various items included in the contract.

**L. ROOF DRAINS AND FOUNDATION DRAINS**

**1.0 Description.** This work shall include connecting existing downspout and other drains through and into the proposed curb, curb and gutter or storm sewer facility. Sump pumps shall be connected to an inlet, junction box or stormwater pipe in the storm sewer system. The location of some downspout drains may be shown on the plans, but other drains may exist that are not shown. The Contractor shall be responsible to connect all downspout drains regardless of whether or not they are shown on the plans.

JOB SPECIAL PROVISIONS

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**2.0 Construction Methods.** The Contractor shall exercise care in removing existing facilities so as to minimize damage to existing drains. New material of the same diameter as the existing drain shall be used.

**3.0 Basis of Payment.** All expenses incurred by the Contractor by reason of their compliance with these requirements shall be considered as being included in and completely covered by the contract unit prices for the various items included in the contract.

**M. PROTECTION OF ADJACENT PROPERTIES**

**1.0** Surface water shall be diverted and otherwise prevented from entering or damaging adjacent property as a result of precipitation during construction.

**N. REMOVAL AND REPLACEMENT OF LANDSCAPING FEATURES**

**1.0** The Contractor shall contact all property owners concerning the removal of any landscaping features impacted by construction prior to beginning work. Care shall be taken in order to cause the least disruption to yard areas, plants, shrubs, trees, etc. Any landscaping that is necessary to be removed shall be done so in a way such that the property owner can salvage it if desired. The Contractor shall coordinate all removals with the property owner and if necessary shall assist the property owner with relocation.

**2.0** No direct payment will be made to the Contractor for the requirements of this provision.

**O. CONCRETE REPLACEMENT**

**1.0** The bid items in this contract related to removal and replacement of a concrete item shall include any item necessary to complete the work as described in the plans and specifications. There shall be no direct payment for subgrade preparation or excavation and grading necessary for completion.

## GENERAL SPECIAL PROVISIONS

The General Special Provisions for this particular Cole County project shall consist of the currently corrected (2004) version of the *Missouri Standard Specifications for Highway Construction*, Sections 101 through 110, except as modified or contradicted herein.

### **SECTION 101.2 - DEFINITION OF TERMS**

**Delete definition for “Commission” and substitute the following:**

If the words "Commission" or "The Missouri Highway and Transportation Commission" are used in the *Missouri Standard Specifications for Highway Construction*, the word "Owner" shall be substituted, and shall mean the County of COLE acting by and through any of its authorized representatives.

**Delete definition for “Contract” and substitute the following:**

**Contract.** The written agreement between the Owner and the Contractor covering the performance of the work for the proposed construction. The contract shall include Notice to Contractors, Instruction to Bidders, Plans, Proposal, Addenda, Contract Bond, Contract Agreement, Acknowledgment, Special Provisions, Standard Specifications, Notice to Proceed, and all Supplemental Contracts and Change Orders. It may cover a single project, or a combination of projects awarded as a single unit.

**Delete definition for “Engineer” and substitute the following:**

If the words "Engineer" or "Chief Engineer" are used in the *Missouri Standard Specifications for Highway Construction*, the word "Engineer" shall be substituted, and shall mean the County Engineer acting by and through any of his authorized representatives.

**Delete definition for “Laboratory” and substitute the following:**

**Laboratory.** Any testing laboratory which may be designated by the Engineer, for inspecting and determining the suitability of materials.

**Delete definition for “Plans” and substitute the following:**

**Plans.** Drawings or reproductions thereof approved by the Owner, which show the location, character, and details of the work. Plans shall prevail over standard specifications, general special provisions, and job special provisions when in conflict therewith.

**Insert the following definition for “Job Special Provision” where none currently exists:**

**Job Special Provisions.** Directions or requirements, peculiar to the work and not otherwise thoroughly or satisfactorily detailed or set forth in the standard specifications.

Job special provisions shall prevail over general special provisions, and general special provisions shall prevail over standard specifications whenever in conflict therewith.

**Delete definition for “State” and substitute the following:**

If the words "State" or "State of Missouri" are used in such a manner which implies ownership of the project, the word "Owner" shall be substituted and shall mean the County of COLE acting by and through any of its authorized representatives.

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

**Delete Sec. 102.1 and substitute the following:**

**102.1 Notice of Bid Opening.** After the date is fixed for the receipt of bids, the Owner may, in addition to the notice required by law, give notice of such date by mail directly to interested Contractors. The Notice of Letting will contain a description of the proposed work, together with instructions and information to the potential bidder regarding proposal forms, plans, specifications, and the reservation of the right of the Owner to reject any and all bids.

**Delete Sec. 102.2 thru Sec. 102.2.1 and substitute the following:**

**102.2 Bidder’s Qualifications.** To demonstrate his qualifications for the project, each bidder must be prepared to submit within seven (7) calendar days of the Owner’s request, written evidence as to the Contractor’s financial status, equipment, previous experience and personnel.

**Delete Sec. 102.2.2 and substitute the following:**

**102.2.2** Each prospective bidder shall execute the affidavit of labor standards compliance, stating that such bidder will fully comply with all written requests by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, to provide information for the purpose of establishing a prevailing wage.

**Delete Sec. 102.2.3 and substitute the following:**

**102.2.3** The prospective bidder, if a corporation, shall submit a copy of its current annual registration report, or initial registration report if a new corporation, on file with the Corporation Division of the Missouri Secretary of State’s Office. Each corporation which is a party to a joint venture shall submit the same required report with its joint venture contractor.

**Delete 102.6 and substitute the following:**

**102.6 Sales and Use Taxes.** The sales tax exemption for public works contractors of certain entities, enacted in 1994 in Section 144.062 RSMo, may apply to contractors for the Owner or their subcontractors or suppliers. This exemption is for materials consumed in the construction of, or incorporated into this project. The Owner will judge each project and determine if the sales tax exemption of the Owner will apply. If sales tax exemption is

allowed on a project, it will be duly noted on the proposal form. The Owner will make the tax exemption certificate available, if applicable, to the successful bidder upon award of this contract. If the Owner does not allow the use of sales tax exemption, the contractor, subcontractor or suppliers shall pay all applicable state and local sales taxes or state use taxes on all material and supplies used on a project and should include those taxes in their bid.

**Delete 102.7.2 in its entirety.**

**Delete Sec. 102.7.3 and substitute the following:**

**102.7.3** A bid of an individual, including those doing business under a fictitious name, shall include the signature and address of the individual.

**Delete Sec. 102.7.4 and substitute the following:**

**102.7.4** A bid by a partnership or joint venture, including individuals doing business under fictitious names, or corporations, shall be executed by at least one of the partners followed by the title "Partner", or one of the joint venturers followed by the title "Joint Venturer" and the business address of the partnership or joint venturer shown. The true legal name and address of each partner and joint venturer shall also be shown.

**Delete Sec. 102.7.5 and substitute the following:**

**102.7.5** A bid by a corporation whether acting alone or as a joint venturer, shall show the address and name of the corporation and shall include the signature and title of a person authorized by its board of directors to bind the corporation.

**Add Section 102.7.9**

**102.7.9** All names must be typed or printed in ink below all signatures.

**Add Section 102.7.10**

**102.7.10** The bid shall contain an acknowledgement of receipt of all addenda (the number and dates of which shall be filled in on the Proposal Form).

**Add Section 102.7.11**

**102.7.11** All bidders shall complete and submit with their proposal the following forms included in the bid documents.

- (a) Proposal
- (b) Signature and Identity of Bidder
- (c) Bid Guaranty
- (d) Contractor's Affidavit
- (e) Anti-Collusion Statement

**Delete Sec. 102.9 and substitute the following:**

**102.9 Bid Guaranty.** No proposal will be considered unless accompanied by a certified check or cashier's check, on any bank or trust company, insured by the Federal Deposit Insurance Corporation, payable to the Owner, for not less than 5 percent of the amount of the bid, or by a bond secured by a qualified surety, or sureties, for not less than 5 percent of the amount of the bid. Surety companies shall furnish a Certificate of Authority in accordance with Section 103.4.2. Bid bonds may be submitted on forms furnished in these Contract documents. The proposal Guaranty shall be attached to the back of the bid proposal form.

**Delete Sec. 102.10 and substitute the following:**

**102.10 Delivery of Proposals.** Each proposal shall be submitted in a sealed, opaque envelope marked clearly "Construction Bid" and shall also be clearly marked with project title, project number, bid date, bid time and bidder's name and address. If sent by mail, the sealed bid shall be addressed to the Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101. All proposals shall be filed prior to the time and at the place specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened. No bids which are submitted by fax will be accepted.

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

**Delete Sec. 103.2.1 and substitute the following:**

**103.2.1** The contract will be awarded by the Owner to the lowest responsible bidder as soon as practicable after the opening of the bids. The responsibility of the Contractor will be determined by the Owner based upon, but not limited to the Contractor's previous work, financial standing, and record for the payment of local bills incurred by the Contractor, his employees, and subcontractors. The successful bidder will be notified by letter mailed to the address shown on the proposal that his bid has been accepted and that he has been awarded the contract.

**Delete Sec. 103.4.1 and substitute the following:**

**103.4.1** The successful bidder shall, at the time of the execution of the contract, furnish a contract bond in a sum equal to the contract price. The bond shall be to the Owner, in a form and with surety, or sureties, acceptable to the Owner, to insure the proper and prompt completion of the work in accordance with the provisions of the contract, and to insure payment for all labor performed and materials consumed or used in the work. The bond, if executed by a surety which is a corporation organized in a state other than Missouri, shall be signed by an agent or broker licensed by the Missouri Division of Insurance. All proposals shall be submitted on the basis of furnishing a contract bond executed by an approved surety, or sureties, as herein set out.

## **SECTION 104 - SCOPE OF WORK**

### **Add Sec. 104.6.3.5**

**104.6.3.5** All proposals shall be submitted to the Engineer. If so desired, the Contractor may submit a conceptual proposal for approval stating the basic proposal and approximate cost savings. The conceptual proposal will give the Contractor the opportunity to submit his idea without large initial development costs should the proposal be rejected.

### **Delete Sec. 104.11.2 and substitute the following:**

**104.11.2** The Contractor shall open and clean all existing channels and culverts leaving them free from all excess mud or silt, drift, brush, and debris of any kind. This work shall be considered incidental to the work, and no direct payment shall be made for work covered by this section.

### **Delete Sec. 104.13 in its entirety and substitute the following:**

#### **104.13 Warranty.**

**104.13.1** The Contractor shall warranty that the equipment, materials, and workmanship furnished under this contract will be as specified and will be free from defects for a period of one (1) year from the date of final acceptance. In addition, the equipment furnished by the Contractor shall be warranted to be free from defects in design.

**104.13.2** Within the warranty period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs, or replacements arising out of defects which, in the judgment of the Engineer, or the County, become necessary during such period.

**104.13.3** The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor, or by his surety under the terms of the bond.

**104.13.4** The Contractor shall extend the terms of this warranty to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of installation thereof.

**104.13.5** If within ten (10) days after the Owner gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments themselves or order the work to be done by a third party, the Owner may complete the work and the costs of the work shall be paid by the Contractor.

**104.13.6** In the event of an emergency where, in the judgment of the Owner, delays would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor, or by his surety under the terms of the bond.

**104.13.7** No direct payment will be made for complying with the requirements of this section.

## **SECTION 105 - CONTROL OF WORK**

**Delete Sec. 105.5 and substitute the following:**

**105.5 Cooperation by Contractor.** The Contractor will be supplied with four (4) sets of approved plans and contract assemblies including special provisions. Additional sets of approved plans and contract assemblies including special provisions may be purchased as provided in the notice to bidders. One (1) set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

**Add Sec. 105.5.3:**

**105.5.3** The Contractor shall notify the Engineer not less than four (4) working days prior to closing the road.

**Delete Sec. 105.7.1 and substitute the following:**

**105.7.1** The Contractor shall cooperate with utility owners and the Engineer in the location and relocation of utility facilities to minimize effects upon Contractor's work, interruption to utility service and duplication of work by utility owners. The Contractor shall perform the necessary clearing and grubbing as soon as practicable after the notice to proceed is issued to allow the utilities to locate or relocate their facilities. Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the Contractor's work procedures. Utility location and relocation shall be made in accordance with 7 CSR Division 10, Chapter 3, Utility Location and Relocation.

**Add Section 105.7.7**

**105.7.7** The Contractor shall make suitable and timely verbal and written requests to all utility locating agencies, all railroad and utility owners, all pipe owners, and other parties affected, and endeavor to have all necessary locates and adjustments of public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. One (1) copy of all requests shall be submitted to the Engineer.

**Delete Sec. 105.8 thru Sec. 105.8.2 and substitute the following:**

**105.8 Construction Stakes, Lines and Grades.** The Engineer will set initial field control consisting of bench marks and control monuments.

**105.8.1** The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor.

**105.8.2** These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish all other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the drawings and referred to in the specifications are based on the bench marks shown.

**105.8.3** The Contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

**Delete Sec. 105.10.2 and substitute the following:**

**105.10.2** Inspections and job control tests will generally be made by the Engineer on the following items of work. It shall be the responsibility of the Contractor to notify the Engineer by 1:00 P.M. of the day preceding any operation which affects these items.

- Initial Layout
- Removal of Existing Structure
- Pile Driving
- Footing Excavation
- Reinforcing Steel Placement
- All Concrete Operations
- All Asphalt Operations
- Girder Erection
- Requests for Compaction Testing
- All Base Rock Operations
- All Earthwork Operations
- All Roadway Surfacing Operations
- Post-Tensioning Material Placement
- Post-Tensioning Stressing
- Cutting of Tendon Ends
- Grouting of Stressing Pockets

If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the Engineer by 1:00 P.M. of the preceding Friday. The lack of supervision or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's expense.

**Delete Sec. 105.11.2 and substitute the following:**

**105.11.2** All changes in the work or departures from the plans, will be considered unauthorized, and the Engineer may order such work removed and replaced at the expense of the Contractor unless, before proceeding with the work, the Contractor has a copy of an Order Record signed by the Engineer, or a Change Order signed by all parties whose signatures are provided for, except the Federal Engineer. These forms will contain

complete detailed instructions regarding the proposed changes. Any departure from the instructions contained in such written order shall be considered unauthorized.

**Delete Sec. 105.11.3 and substitute the following:**

**105.11.3** All construction and materials which have been rejected or declared unsatisfactory shall be remedied or removed and replaced in an acceptable manner by the Contractor at his expense. All expense incurred by the Engineer due to corrections or removal and replacement of construction and materials shall be born by the Contractor, and will be deducted from any payment which is or may become due the Contractor. Upon failure of the Contractor to remedy or remove and properly dispose of rejected materials or work, or to replace them immediately after receiving written notice from the Engineer, the Engineer may employ labor to rectify the work, and the cost of rectification will be deducted from any payment due or which may become due the Contractor.

**Delete Sec. 105.16.5 and Sec. 105.16.6 and substitute the following:**

**105.16.6** If the claim is against the Owner, the notice of claim shall be personally delivered or sent by certified mail to the Owner. If the claim is against the Contractor, the notice of the claim will be personally delivered or sent by certified mail to the Contractor at the address shown under the signature on the proposal. If the claim is against an assignee, notice of the claim will be personally delivered or sent by certified mail to the assignee at the address shown on the accepted notice of assignment. The party against whom a claim is filed shall file any counter claims within sixty (60) days after receipt of such notice. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

**SECTION 106 - CONTROL OF MATERIAL**

**Add Sec. 106.1.4.1:**

**106.1.4.1** Unless otherwise specified, all materials shall be subject to visual inspection and job control tests, as determined by the Engineer, and shall be certified by the material supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project, and shall contain the supplier's name and address.

**Delete Sec. 106.2.2 and substitute the following:**

**106.2.2 Contractor Furnished Sources.** If sources of material are not designated in the plans or described in the contrast, or if the Contractor desires to use material from sources other than those designated, the Contractor shall acquire the necessary rights to take materials from the sources and shall pay all costs related thereto, including any which may result from testing of samples by an approved laboratory as required by the Engineer and for an increase in length of haul. All costs of exploring, meeting environmental requirements and developing such other sources shall be borne by the Contractor. The use of material from other than designated sources which have not had prior approval of the Engineer shall be used at the Contractor's risk and may be considered as unacceptable and unauthorized and, if so considered, will not be paid for. Where practicable, borrow

areas, gravel pits, and quarry sites shall be located so that they will not be plainly visible from the state highway or county road.

**Delete Sec. 106.3 and substitute the following:**

**106.3 Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract. Unless otherwise specified, all sampling and testing required by the specifications shall be performed by the supplier or fabricator at no cost to the Owner in accordance with the methods specified in the contract or in accordance with the latest methods in effect at the time of letting of the contract, as prescribed by the national standard agency, and the results shall be signed, sealed and stamped according to laws related to professional Engineers. If appropriate methods have not been so prescribed, tests shall be performed in a manner determined by the Engineer.

**Delete Sec. 106.8 and substitute the following:**

**106.8 Material Furnished by the Owner.** If any material is to be furnished by the Owner, special provisions designating such materials and their locations will be included in the proposal. The cost of handling and placing all materials shall be considered as included in the contract price for the item in connection with which they are used. The Contractor will be responsible for all material provided to him, and deductions will be made from any monies due him to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur, and for any demurrage charges.

**SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Delete Sec. 107.13 and substitute the following:**

**107.13 Insurance Requirements.** The Contractor shall procure and maintain at its own expense, until acceptance by the Engineer, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in Secs 107.13.1 through 107.13.3. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the Engineer evidence of such insurance showing compliance with these specifications. All insurance required in Sec 107.13 shall be occurrence policies in a form acceptable to the Engineer, and shall remain in form until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the Engineer. Each policy or its declaration pages shall provide that the policy shall not materially changed or canceled until the Engineer has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the Engineer, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to the Engineer. Upon request,

the Contractor shall promptly furnish the Engineer with a complete copy of the policy. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, will result in the temporary suspension of work as provided in Sec 108.6, and may result in order claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

**Delete Sec. 107.13.2.3 and substitute the following:**

**107.13.2.3 Additional Insureds.** Each policy of commercial general liability insurance shall name the Owner, Engineer and its members, agents and employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insured conditions. The insurance afforded by the Contractor shall be primary insurance.

**Delete Sec. 107.15 and substitute the following:**

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

**SECTION 108 - PROSECUTION AND PROGRESS**

**Delete Sec. 108.1.1 and substitute the following:**

**108.1.1** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Engineer. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall be accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than forty percent (40%) of the total contract cost, except that any items designated by the Engineer as specialty items may be performed by subcontract and the contract value of any such specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with his own organization. The subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of the subcontract. Consent to a subcontract shall constitute the Owner's endorsement of the qualifications of the subcontractor.

**Delete Sec. 108.4 and substitute the following:**

**108.4 Progress Schedules.** The Contractor shall, if requested by the Engineer, submit a progress schedule for review and approval. The progress schedule shall be submitted to the Engineer within three (3) days of the receipt of the request. The progress schedule shall be used to establish the construction operations and to monitor the progress

of the work although the Engineer's determination of the then major operation or controlling item of work shall always prevail. The progress schedule shall be in the form specified in Sec 108.4.1, unless the contract contains a different requirement. The progress schedule shall be based on the number of working days, calendar days or other increments as set forth in the contract that the Contractor expects to require in completing the project recognizing the capabilities of labor, equipment, arrangements for materials, mobilization, shop drawing preparation and approvals, and other relevant items.

**Delete Sec. 108.4.2 and substitute the following:**

**108.4.2 Preparation of Initial Schedule.** The Contractor shall, if requested by the Engineer, complete development of the initial activities schedule chart and written narrative and present a copy to the Engineer at least seven (7) days prior to the pre-construction conference.

**Delete Sec. 108.7.2.2 and substitute the following:**

**108.7.2.2** The count of working days will start on the date the Contractor starts construction operations, or the authorization date in the Notice to Proceed, whichever is earlier. The Engineer will be the judge of the number of working days to be charged under the contract. In computing the working days charged against the Contractor in the execution of the work, allowance will be made for days that are not working days and for days during which work is suspended with the written approval of the Engineer. The Engineer may make allowance for working days lost due to causes he deems justified for the elimination of the count of working days. No allowance will be made for delay or suspension of the prosecution of the work due to fault of the Contractor. On or about the first of each month, the Engineer will give the Contractor written notice of the number of working days charged to the contract for the preceding time period. Any objection by the Contractor to the number of working days so charged shall be made in writing within five (5) days, setting forth his objections and specifying the reasons therefore, or those objections shall be forever waived and may not constitute the basis for an excusable or compensable delay.

**SECTION 109 - MEASUREMENT AND PAYMENT**

**Delete Sec. 109.1 and substitute the following:**

**109.1 Measurement of Quantities.** Unless otherwise specified hereinafter, all work performed under the contract will be paid for on contract quantity basis as set forth in these specifications. When the quantity of any item that is to be paid for on a contract quantity basis is found to include errors, or when an authorized revision of the plan is made, the quantity will be corrected before making final payment. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

**Add Sec. 109.5.9:**

**109.5.9** The Contractor shall not begin any work for which price payments are not provided in the contract without first bringing the matter to the attention of the Engineer, and no bills or charges for extra or force account work will be allowed except for that ordered in writing and approved by the Engineer.

**Delete Sec 109.6 and substitute the following:**

**109.6 Method of Payment.** Payment to the Contractor for furnishing all material and performing all work under the contract shall be made by check.

**Delete Sec. 109.7 in its entirety and substitute the following:**

**109.7 Partial Payments**

**109.7.1** The engineer will make semi-monthly payment estimates in writing for the material in place and the work performed during the semi-monthly interval and the value thereof at the contract bid prices. For partially complete items, the proper percentage with relation to completion will be allowed.

**109.7.2** The contractor may request in any payment estimate that the engineer include the value of any non-perishable material that will be finally incorporated in the completed work. The engineer shall make the final decision whether to allow a partial payment. Provisions shall be in accordance with Sec. 109.7.2 of the *Missouri Standard Specifications for Highway Construction*.

**109.7.3** From the total amount of work items of each estimate, there will be deducted five (5) percent. The retained percentage will be released as provided in Sec. 109.9. The net amount due on the estimate will be certified to the Owner for payment.

**109.7.4** Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the Owner from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Sec. 106.1.4.1 and Sec. 106.3.
- b. Failure to properly submit certified copies of labor payrolls required under Sec. 110.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor (RSMo 34.057)
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

**Delete Sec. 109.9.1 and substitute the following:**

**109.9.1 Withholding of Retained Percentage** Prior to any release of retained percentage, the Contractor shall file with the Owner the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- b. Written consent of the surety to such payment;
- c. Certification regarding work performed by and payments made to Disadvantaged Business Enterprises (DBE's);
- d. Lien Waivers signed by each supplier furnishing materials to the project and/or each subcontractor providing services/materials for the project releasing all claims to said materials and services;
- e. The Contractor and all subcontractors shall file an affidavit stating that each has fully complied with the provisions and requirements of the Prevailing Wage Law;
- f. Any other documents which may be required by the contract, or the Engineer.

**Add Sec. 109.9.1.3:**

**109.9.1.3** When the work has been completed and certified by the Owner, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these specifications, including the amount previously retained by the Owner. All prior partial estimates and payments shall be subject to correction by the Owner in this final estimate and payment.

**SECTION 110 - STATE AND FEDERAL WAGE RATES AND OTHER REQUIREMENTS**

**Add Sec. 110.5:**

**110.5** The Contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the contract and for four (4) years from the date of final payment under the contract, for inspection by authorized representatives.

**Add Sec. 110.6:**

**110.6** The Contractor and each subcontractor shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven (7) days of the payment date

of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

**Add Sec. 110.7:**

**110.7** Payrolls to be submitted shall be checked for compliance with the contract requirements and will be retained by the Owner for a period of three (3) years following final audit, during which time they will be open to inspection.

**Add Sec. 110.8:**

**110.8** The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

**Add Sec. 110.9:**

**110.9** The Owner may check payrolls with the following checks, however, it will still be the Contractor's responsibility to ensure proper labor compliance:

- a. The employee's full name as shown on his social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked. (Not adjusted hours)
- e. All deductions are listed in the net wage shown. The Form WH-347 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. To assure that the payrolls are arithmetically correct, approximately ten percent (10%) of the extensions on the first three (3) payrolls shall be checked. The Contractor will be advised of any violations noted on the labor payroll. All the errors will be corrected by means of a supplementary payroll.
- g. All checking by the Owner will be made in red pencil and initialed by the checker.
- h. Final payroll will be marked "Final" or "Last Payroll".
- i. A record of all payrolls will be maintained by the Owner.

**Add Sec. 110.10:**

**110.10** The contracts for construction projects require that certain applicable information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice
2. PR-1022, Title 18, Section 1020, Notice on False Statements

b. On the Projects:

1. State and Federal Wage Rates Notice
2. Federal Equal Employment Opportunity Notice (English and Spanish version)
3. PR-1022, Title 18, Section 1020, Notice on False Statements
4. Form FHWA-1495, and FHWA-1495A, Wage Rate Information (Post with Federal Wage Rates, if applicable)
5. Contractor's and Subcontractor's EEO Policy Statements and name, address, and telephone number of designated EEO Officers
6. Notice to Labor Unions of Contractor's commitment to EEO (if applicable)
7. Notice requesting referral of minorities by present employees

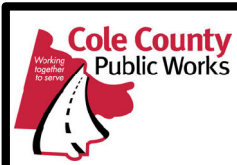
**Add Sec. 110.11:**

**110.11** The Owner's personnel will generally conduct one wage rate interview on each project every month. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

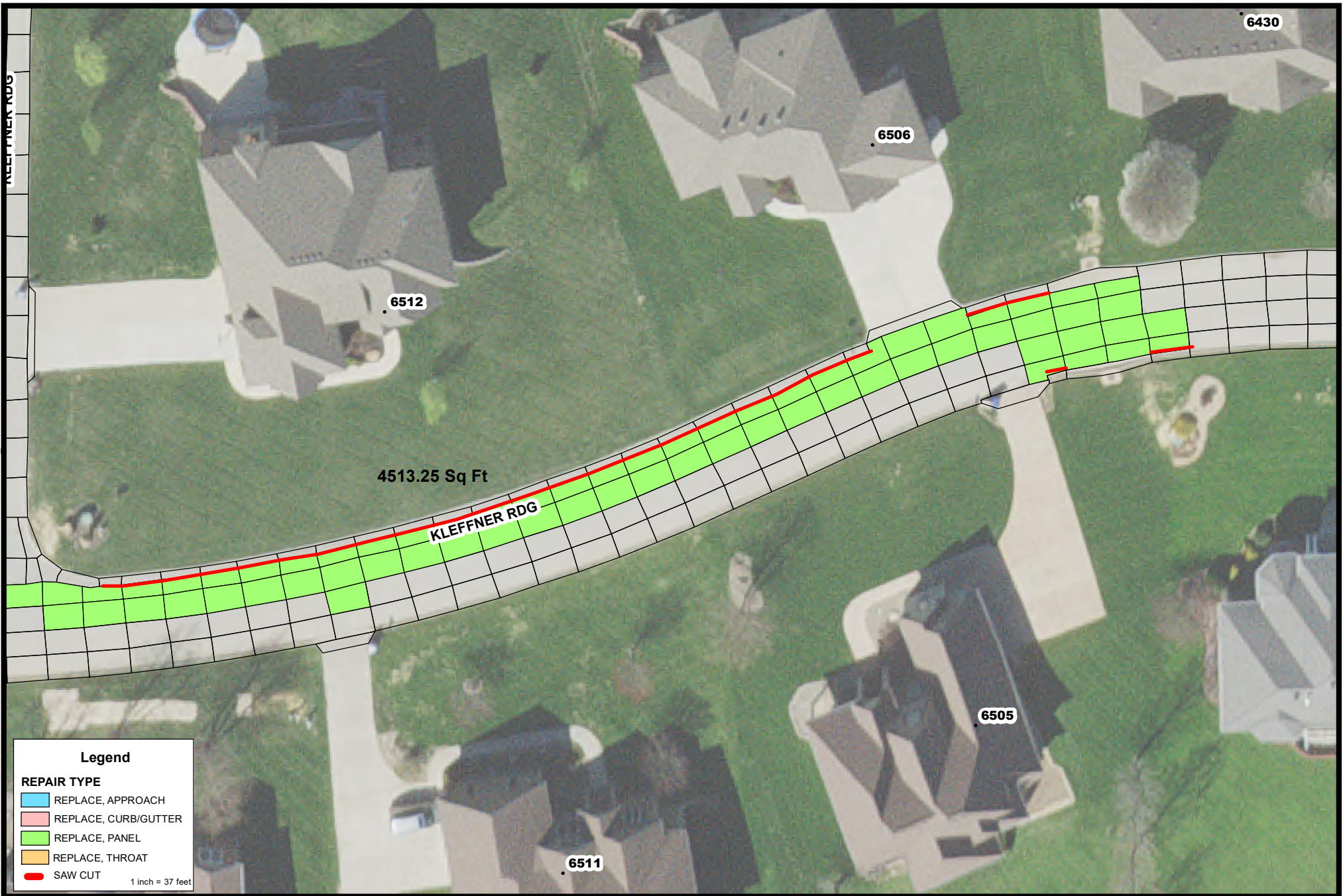
## TECHNICAL SPECIFICATIONS

The Technical Specifications for this project shall consist of the currently effective version of the *Missouri Standard Specifications for Highway Construction*, Sections 201-1092 except as modified or contradicted by the County's Contract, Job Special Provisions, General Provisions and Plans.





# KLEFFNER RIDGE PROJECT NO. 2023-505-1



**Legend**

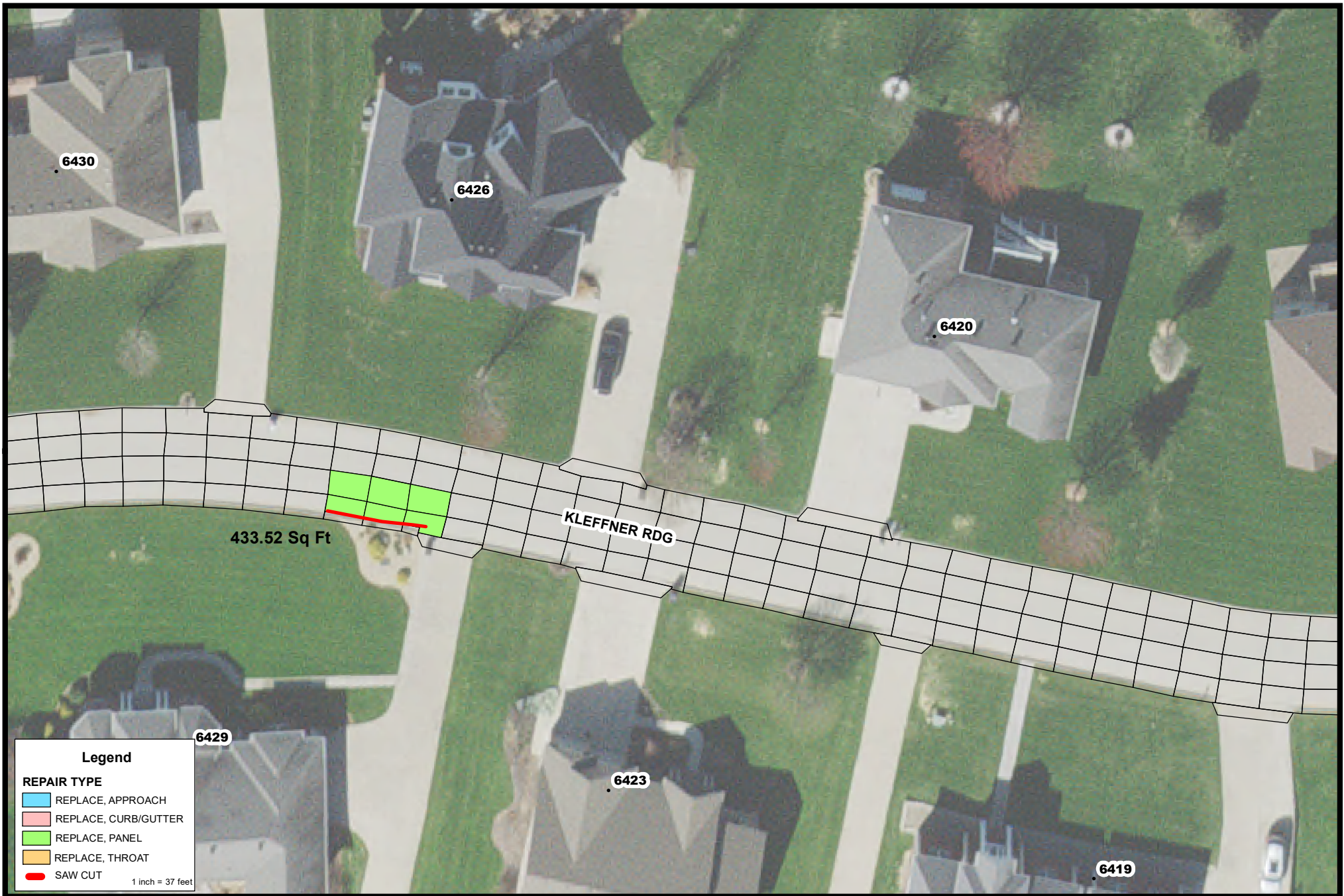
**REPAIR TYPE**

- REPLACE, APPROACH
- REPLACE, CURB/GUTTER
- REPLACE, PANEL
- REPLACE, THROAT
- SAW CUT

1 inch = 37 feet



**KLEFFNER RIDGE  
PROJECT NO. 2023-505-1**



**Legend**

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- REPLACE, APPROACH
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