SPECIFICATIONS and BID DOCUMENTS
for the
2016 STREET STRIPING OF CITY STREETS PROJECT

City of Hazelwood
415 Elm Grove Lane
Hazelwood, MO 63042
Matthew Robinson, Mayor
Mathew Zimmerman, City Manager
David Stewart, PE Public Works Director/City Engineer

Bid Opening: Monday, September 12, 2016
11:30 a.m.

TABLE OF CONTENTS

	Page
Request for Bid	1
Scope	2
Instructions to Bidders	3-4
Specifications	5-21
Bid Forms	22-23
2016 Street Striping of City Streets Project Contract	24-26
Affidavit of Compliance	27-28
Non-Collusion Affidavit	29

REQUEST FOR BID

Bids for the 2016 STREET STRIPING OF CITY STREETS PROJECT for the City of Hazelwood, Missouri will be received by the Office of the City Manager until 11:30 a.m. on Monday, September 12, 2016 at City Hall located at 415 Elm Grove Lane, Hazelwood, Missouri 63042 and will be thereafter publicly opened and read.

Bid packages are available online at www.hazelwoodmo.org or from the Department of Public Works at City Hall at no cost. Please direct any inquiries to Nikki Miller, Project Manager, at mmmiller@hazelwoodmo.org or (314) 513-5031.

The City of Hazelwood reserves the right to reject any and all bids, to waive any informalities and to accept the bid that is most advantageous, beneficial or expeditious to the City of Hazelwood. No bid may be withdrawn for a period of ninety (90) days after bid opening. Bids may be corrected for clerical or typographical errors at the discretion of the City of Hazelwood, but not because of an error in judgment.

The Bid Documents must be returned in duplicate in a sealed envelope marked "**Hazelwood Street Striping of City Streets Project 2016**".

SCOPE

The scope of this project is to stripe the streets of Hazelwood, Missouri using Acrylic Copolymer Fast Dry Traffic Paint. A complete list of streets and striping measurements is attached at the end of the document.

Unless otherwise specifically stated in the Contract documents and technical specifications, the Contractor shall provide and pay for all bonds, insurance, permits, inspections, licenses, materials, labor, tools, equipment, light, power, water, heat, transportation, testing, supervision, utility connection fees and other facilities necessary for the execution and completion of work. If the Contractor, in the course of work, finds any discrepancy between the specifications and physical conditions of the locality, or any error or omission in the specifications, shall immediately inform the Project Manager, in writing, and the Project Manager shall promptly verify the same.

The Contractor shall deliver all improvements embraced in this Contract, complete in every respect, within the specified time.

The Contractor shall at all times carry on the work in such a manner as to minimize the interference with traffic, utility and municipal services, and adjoining property owners', egress, ingress and use of their property.

The work shall be carried out in such a manner that all physical structures and natural features are restored to at least as good of condition as they were in before the work was done. It is understood that where specifications apply, their provisions shall determine the character and manner of restoration of existing structures and features.

The Contractor shall repair any damage, outside of the scope of work, done to private or public property to the satisfaction of the Owner of said property and the Contractor thereof shall absorb the cost.

The term of this contract shall commence after written notice to proceed and terminate 14 days after notice to proceed. Anticipated start date shall be October 6, 2016.

Questions concerning this project shall be directed to Nikki Miller, Project Manager, at mmmiller@hazelwoodmo.org or (314) 513-5031.

INSTRUCTION TO BIDDERS

1. The City of Hazelwood (CITY) will receive bids from qualified contractors (BIDDERS) for the 2016 Street Striping of City Streets Project for Hazelwood, Missouri. Sealed bids will be accepted until 11:30 a.m., Monday, September 12, 2016.

2. BIDDERS shall submit their bids on the included "BID FORM" and shall fill in all spaces requiring unit prices. Failure to do so may disqualify the bid. Bids are to be sent in a sealed, opaque envelope clearly marked "**Hazelwood Street Striping of City Streets Project 2016**".

3. BIDDERS shall identify the items that will be furnished by brand or manufacturer's name and catalog numbers. BIDDERS shall also furnish specifications and descriptive literature.

4. BIDDERS shall exclude Federal Excise Tax and/or Sales and use taxes in their bid prices, as the City is exempt from these taxes by law. Federal tax exemption certificates will be furnished if required. BIDDERS are to exclude sales tax from vendors and material suppliers in their bid prices. The City will provide the Missouri Project Exemption Certificate authorizing purchasing tax exempt project construction materials.

5. The delivery date(s), or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

6. The proposal for this contract shall be based upon the required payment by the Contractor of prevailing hourly rate of wages for each craft or type of workman required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri.

7. BIDDERS shall include with their bids a signed and notarized NON-COLLUSION AFFIDAVIT, which is part of the bid packet.

8. BIDDERS shall include with their bids a BID BOND, CASHIERS CHECK OR MONEY ORDER in the amount of 10% of the total bid.

9. The successful BIDDER shall include with their bid a PERFORMANCE BOND in an amount equivalent to 100% of the contract price.

10. BIDDERS shall include with their bid a CERTIFICATE OF INSURANCE as outlined in the specifications.

11. The successful BIDDER shall furnish the Project Manager with lien waivers from all persons and Subcontractors supplying materials or services for the work described in the bid

specifications. Failure to secure lien waivers may result in the BIDDERS being unable to receive Contract payment from the City of Hazelwood.

12. All changes in specifications, as herein set forth will be by written addendum only. No oral changes are authorized and any such communications shall be acted upon at the sole risk and responsibility of the BIDDER.

13. BIDDERS will acknowledge receipt of any and all addendum on "BID FORM".

14. Bids may be withdrawn prior to bid opening, but once opened, bids are to be binding for ninety (90) days following bid opening.

15. BIDDERS shall tour and become familiar with the CITY as it pertains to this bid and shall thoroughly understand the "SPECIFICATIONS", "BID FORM" and "CONTRACT" prior to the submitting of bids.

16. Any questions or clarifications pertaining to this proposal should be directed to Nikki Miller, Project Manager, at (314) 513-5031 or mmmiller@hazelwoodmo.org prior to the submitting of bids.

17. BIDDER shall include with their bids on a separate sheet titled "REFERENCES" a list of all municipalities with contact name and phone numbers for similar work in St. Louis County. If none exist, the bidder must provide at least three (3) references with contact names and phone numbers from the closest municipalities served.

18. The CITY reserves the right to waive any informality in the bidding procedure and the right to refuse any and all bids tendered.

SPECIFICATIONS

BIDDERS shall provide all necessary equipment, materials and labor to execute work on all required areas of the 2016 Street Striping of City Streets Project for the City of Hazelwood, Missouri in accordance with any federal, state, county or local laws and ordinances within the City of Hazelwood corporate limits.

1. All striping shall conform to the specifications and criteria of the 2016 St. Louis County Standard Specifications for Road and Bridge Construction.

2. The Contractor shall apply Acrylic Copolymer Fast Dry Pavement Marking Paint and shall conform to Section 1048.11 of the St. Louis County Standard Specifications for Road and bridge Construction.

2.1. **Description.** Acrylic copolymer fast dry pavement marking paint shall be capable of receiving and holding glass beads for producing retroreflective traffic marking.

2.2. **Material.** The paint shall not contain more than 3200 ppm lead or more than 800 ppm chromium based on dry weight and shall have limited VOC content as noted herein.

2.2.1. **General.** The finished paint shall be formulated and manufactured from first-grade material and shall be a fast drying, solvent based, acrylic copolymer resin type paint capable of withstanding air and roadway temperatures without bleeding, staining, discoloring or deforming. The dried paint film shall be capable of maintaining original dimensions and placement without chipping, spalling or cracking. The dry paint film shall not deteriorate because of contact with normal roadway chemicals or materials.

2.2.2. **Durability Testing.** Determination of conformance to this specification will include, but will not be limited to, the evaluation of test data from NTPEP or other MoDOT approved facilities. The maintained retroreflectivity and durability shall be in accordance with the following requirements after being installed on at least one NTPEP test deck in a norther, wet climate region for a minimum of six months, including December, January and February.

2.2.2.1. **Maintained Retroreflectivity.** Photometric quantity to be measured will be the coefficient of retroreflective luminance (R_L) in accordance with the requirements of ASTM E 1743 for 15-meter geometry or ASTM E 1710 for 30-meter geometry. The average R_L for concrete and bituminous surfaces shall be expressed in millicandelas per square foot per foot-candle

and shall be at least 100 for 15-meter geometry or 75 for 30-meter geometry, when measured in the wheel path area.

2.2.2.2. **Durability.** Paint shall have a durability rating of at least 4 for both concrete and bituminous surfaces when tested in the wheel path area of the NTPEP test deck.

2.2.3. Mixed Paint.

2.2.3.1. The mixed paint shall be strained before filling, using a screen or a sieving device no coarser than 40 mesh.

2.2.3.2. The VOC content of the finished paint shall be less than 1.25 pounds of volatile organic matter per gallon (150 g/L) of total non-volatile paint material when tested in accordance with ASTM D 3960.

2.2.3.3. The paint shall have the following physical properties.

Viscosity, KU	80-95
Laboratory Dry Time, ASTM D 711, minutes, max.	10

2.2.3.4. **Color.** For white, the color shall closely match Color Chip 37925 of Federal Standard 595b. For yellow, the color shall closely match Color Chip 33538 of Federal Standard 595b. Color determination will be made for makings and the diffuse daytime color of the markings shall be in accordance with the below CIE Chromaticity coordinate limits. Color determination for liquid marking materials will be made over the black portion of a 2A or 5C Leneta Chart, or equal, at least 24 hours after application of a 15-mil wet film. Color readings will be determined in accordance with the requirements of ASTM E 1349 using CIE 1931 2° standard observer and CIE standard illuminant D65.

CIE Chromaticity Coordinate Limits (Initial)								
Color	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.334	0.357	0.334	0.317	0.297	0.357	0.297	0.317
Yellow	0.531	0.483	0.531	0.429	0.471	0.483	0.471	0.429

2.2.3.5. **Contrast Ratio.** The contrast ratio shall be a minimum of .98 when drawn down as a 15 mil (380 μm) wet film on a 2A or 5C Leneta Chart, or equal

and air-dried 24 hours. The contrast ratio shall be calculated as follows: Contrast ratio = Black/White.

2.2.3.6. **Reflectance.** The daylight directional reflectance of a 15 mil wet film applied to a 2A or 5C Leneta Chart, or equal, and dried for a minimum of 24 hours shall be 84% minimum for the white paint and 50% minimum for the yellow paint.

2.3. Acceptance.

2.3.1. Except as noted, each batch or lot of paint shall be sampled and approved by the engineer prior to use.

2.3.2. No paint shall be used that is more than 15 months old.

2.3.3. In addition to the requirements of Sec 1048.1.1, the certification supplied by the manufacturer shall include reference to the specific NTPEP test deck to which the paint formulation was applied, including NTPEP identification numbers and report numbers.

3. Reflective glass beads shall be applied to the painted line while wet and shall conform to Section 1048.6 of the St. Louis County Standard Specifications for Road and Bridge Construction.

3.1. **Drop-On Glass Beads.** When tested in accordance with MoDOT Test Method T 70 for water resistance, the beads shall show no readily discernible dulling and the amount of 0.1 normal hydrochloric acid needed to titrate the filtrate shall not exceed 4.5 mL. When tested in accordance with MoDOT Test Method T 70 for calcium chloride and sodium sulfide resistance, the beads shall show no readily discernible darkening or dulling.

3.1.1. **Type 1 Drop-On Glass Beads.** Type 1 beads shall be moisture-resistant and manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering. Glass beads shall be in accordance with AASHTO M 247, Type 1.

3.1.2. **Type L Drop-On Glass Beads.** Type L (FP-96, Type 4) beads shall be embedment coated and manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering. The beads shall be in accordance with AASHTO M 247, Type 1, except as follows.

3.1.2.1. **Coating.** The beads shall be coated to ensure satisfactory embedment and adhesion when applied to uncured traffic marking material. The coating shall be tested in accordance with MoDOT Test Method T 70.

3.1.2.2. **Roundness.** Type L (FP-96, Type 4) beads shall have a minimum of 80 percent rounds per screen for the two highest sieve quantities and no more than 3 percent angular particles per screen, as determined by visual inspection. The remaining sieve fractions shall be determined visually per aspect ratio using microfiche reader to be no less than 75 percent rounds. The tests shall be in accordance with Federal Lands Highway – Test Method T520-93.

3.1.2.3. **Gradation.** Type L (FP-96, Type 4) beads shall meet the following gradation requirements when tested in accordance with ASTM D 1214.

Sieve Size	Percent Passing
10 (2.00 mm)	100
12 (1.7 mm)	95-100
14 (1.4 mm)	80-95
16 (1.18 mm)	10-40
18 (1.00 mm)	0-5
20 (850 μm)	0-2

3.1.3. **Intermix Beads.** Intermix beads shall be uncoated and in accordance with AASHTO M 247, Type 1. Intermix beads shall be uniformly mixed throughout the thermoplastic material at the rate of no less than 30 to 35 percent by weight (mass), retained on the No. 100 (150 μm) sieve, of the thermoplastic material.

3.1.4. **Type P Drop-On Glass Beads.** Type P beads shall be manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering. If coating is required to meet the performance requirements for the specific marking material used, the beads shall be coated to ensure satisfactory embedment and adhesion. Glass beads shall have a minimum of 95 mass percent passing a No. 18 (1 mm) sieve and a maximum 5 percent passing a No. 100 (150 μm) sieve.

4. The Contractor shall use a truck mounted paint striper for all work.

5. The Contractor shall immediately protect all wet striping with traffic cones and signs to warn the public of fresh paint.

GENERAL INFORMATION

1. ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

1.1. DEFINITIONS. As used in this section, the following terms shall have the following meanings:

1.1.1. Business Entity- Any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certification issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

1.1.2. Contractor- A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

1.1.3. Employee- Any person performing work or service of any kind or character for hire within the state of Missouri.

1.1.4. Employer- Any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of sections 285.525 to 285.550, RSMo.

1.1.5. Employment- The act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri.

1.1.6. Federal Work Authorization Program- Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly

hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603.

1.1.7. Knowingly- A person acts knowingly or with knowledge.

1.1.7.1. With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

1.1.7.2. With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

1.1.8. Municipality- The City of Hazelwood.

1.1.9. Public Employer- Every department, agency, or instrumentality of the state or political subdivision of the state.

1.1.10. Unauthorized Alien- An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

1.1.11. Work- Any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

1.2. ILLEGAL ACTS

1.2.1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

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

1.2.3. The affidavit shall be approved as to form by the municipal attorney.

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

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

1.3. ENFORCEMENT

1.3.1. The attorney general shall enforce the requirements of sections 285.525 to 285.550.

1.3.2. An enforcement action shall be initiated by means of a written, signed complaint under penalty of perjury as defined in section 575.040, RSMo, to the attorney general submitted by any state official, business entity, or state resident. A valid complaint shall include an allegation which describes the alleged violator as well as the actions constituting the violation, and the date and location where such actions occurred. A complaint which alleges a violation solely or primarily on the basis of national origin, ethnicity, or race shall be deemed invalid and shall not be enforced.

1.3.3. Upon receipt of a valid complaint, the attorney general shall, within fifteen business days, request identity information from the business entity regarding any persons alleged to be unauthorized aliens. Such request shall be made by certified mail. The attorney general shall direct the municipality to suspend any applicable license, permit, or exemptions of any business entity which fails, within fifteen business days after receipt of the request, to provide such information.

1.3.4. The attorney general, after receiving the requested identity information from the business entity, shall submit identity data required by the federal government to

verify, under 8 U.S.C. 1373, the immigration status of such persons, and shall provide the business entity with written notice of the results of the verification request:

1.3.4.1. If the federal government notifies the attorney general that an employee is not authorized to work in the United States, the attorney general shall proceed on the complaint as provided in subsection 1.3.5 of this section.

1.3.4.2. If the federal government notifies the attorney general that an employee is not authorized to work in the United States, the attorney general shall proceed on the complaint as provided in subsection 1.3.5 of this section.

1.3.4.3. If the federal government notifies the attorney general that it is unable to verify whether an employee is authorized to work in the United States, the attorney general shall take no further action on the complaint until verification from the federal government concerning the status of the individual is received.

1.3.5.

1.3.5.1. If the federal government notifies the attorney general that an employee is not authorized to work in the United States, and the employer of the unauthorized alien participates in a federal work authorization program, there shall be a rebuttable presumption that the employer has met the requirements for an affirmative defense under subsection 1.2.4 of section 1.2, and the employer shall comply with subsection 1.3.6 of this section.

1.3.5.2. If the federal government notifies the attorney general that an employee is not authorized to work in the United States, the attorney general shall bring a civil action in Cole County if the attorney general reasonably believes the business entity knowingly violated subsection 1 of section 285.530.

1.3.5.2.1. If the court finds that a business entity did not knowingly violate subsection 1 of this section, the employer shall have fifteen business days to comply with subdivision (1.3.6.1) and paragraph (1.3.6.2.1) of subdivision (1.3.6.2) of subsection 1.3.6 of this section.

1.3.5.2.2. If the court finds that a business entity knowingly violated this section, the court shall direct the municipality to suspend the

business permit, if such exists, and any applicable licenses or exemptions of such business entity for fourteen days. Permits, licenses, and exemptions shall be reinstated for entities who comply with subsection 1.3.6 of this section at the end of the fourteen day period.

1.3.6. The correction of a violation with respect to the employment of an unauthorized alien shall include the following actions:

1.3.6.1.

1.3.6.1.1. The business entity terminates the unauthorized alien's employment. If the business entity attempts to terminate the unauthorized alien's employment and such termination is challenged in a court of the state of Missouri, the fifteen-business-day period for providing information to the attorney general referenced in subsection 1.3.3 of this section shall be tolled while the business entity pursues the termination of the unauthorized alien's employment in such forum, or

1.3.6.1.2. The business entity, after acquiring additional information from the employee, requests a secondary or additional verification by the federal government of the employee's authorization, under the procedures of a federal work authorization program. While this verification is pending, the fifteen-business-day period for providing information to the attorney general referenced in subsection 1.3.3 of this section shall be tolled, and

1.3.6.2. A legal representative of the business entity submits, at an office designated by the attorney general, the following:

1.3.6.2.1. A sworn affidavit stating that the violation has ended that shall include a description of the specific measures and actions taken by the business entity to end the violation, and the name, address, and other adequate identifying information for any unauthorized aliens related to the complaint, and

1.3.6.2.2. Documentation acceptable to the attorney general which confirms that the business entity has enrolled in and is participating in a federal work authorization program.

1.3.7. The suspensions of a business license or licenses under subsection 1.3.5 of this section shall terminate one business day after a legal representative of the business entity submits the affidavit and other documentation required under subsection 1.3.6 of this section following any period of restriction required under subsection 1.3.5 of this section.

1.3.8. For an entity that violates subsection 1.3.1 of this section for a second time, the court shall direct the municipality to suspend, for one year, the business permit, if such exists, and any applicable license or exemptions of the business entity. For a subsequent violation, the court shall direct the municipality to forever suspend the business permit, if such exists, and any applicable license or exemptions of the business entity.

1.3.9. This section shall not be construed to deny and procedural mechanisms or legal defenses included in a federal work authorization program.

1.3.10. Any business entity subject to a complaint and subsequent enforcement under this section or any employee of such a business entity may challenge the enforcement of this section with respect to such entity or employee in the courts of the state of Missouri.

1.3.11. If the court finds that any complaint is frivolous in nature or finds no probable cause to believe that there has been a violation, the court shall dismiss the case. For purposed of this subsection, "frivolous" shall mean a complaint not shown by clear and convincing evidence to be valid. Any person who submits a frivolous complaint shall be liable for actual, compensatory, and punitive damages to the alleged violator for holding the alleged violator before the public in a false light. If the court finds that a complaint is frivolous or that there is not probable cause to believe there has been a violation, the attorney general shall issue a public report to the complainant and the alleged violator stating with particularity its reasons for dismissal of the complaint. Upon such issuance, the complaint and all materials relating to the complaint shall be a public record as defined in chapter 610, RSMo.

1.3.12. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section or section 285.330. The court may take judicial notice of any verification of an individual's status

previously provided by the federal government and may request the federal government to provide automated or testimonial verification.

1.3.13. Should the federal government discontinue or rail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether the sections are no longer applicable and should be repealed.

2. SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

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

2.1.1. Construction- Construction, reconstruction, demolition, painting and decorating, or other major repair.

2.1.2. Department- The Missouri department of labor and industrial relations.

2.1.3. Person- Any natural person, joint venture, partnership, corporation, or other business or legal entity.

2.1.4. Municipality- The City of Hazelwood, Missouri.

2.1.5. Public Works- All fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

2.2. Any person signing a Contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

2.3. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under subsection 2.2 of this section shall be afforded twenty days to produce such documentation before being subject to removal from the project.

2.4. The Contractor to whom the Contract is awarded and any Subcontractor under such Contractor shall require all on-site employees to complete the ten-hour training

program required under subsection 2.2 of this section. The Contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not being to accrue until the time period in subsections 2.2 and 2.3 of this section have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the Contractor under the Contract. The Contractor may withhold from any Subcontractor, sufficient sums to cover any penalties the public body has withheld from the Contractor resulting from the Subcontractor's failure to comply with the terms of this section. If the payment has been made to the Subcontractor without withholding, the Contractor may recover the amount of penalty resulting from the fault of the Subcontractor.

2.5. In determining whether a violation of this section has occurred, and whether the penalty under subsection 2.4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its finding and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.

2.6. If the Contractor or Subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 2.4 of this section against the Contractor or Subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 2.4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

3. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

3.1.1. Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of **$1,000,000.**

3.1.2. Comprehensive General Liability and Bodily Injury

Including Death:	**$409,123** each person
Property Damage:	**$2,727,489** each occurrence

3.1.3. Comprehensive Automobile Liability, Bodily Injury

Including Death:	**$409,123** each person
Property Damage:	**$2,727,489** each occurrence

3.1.4. Owner's Protective Bodily Injury,

Including Death:	**$409,123** each person
Property Damage:	**$2,727,489** each occurrence

The Owner's Protective Policy shall name the City as the insured. Certificates evidencing such insurance shall be furnished to the City prior to the Contractor commencing the Work on this project. The certificates must state **"The City of Hazelwood and the Director of Public Works/City Engineer is an additional insured."**

4. CHANGE OF VENUE

The parties of the Agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matter encompassed by the Agreement.

5. COMPLIANCE WITH REGULATIONS

The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

Further, on any federal assisted Contract, the Contractor and Subcontractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D -

Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

6. NONDISCRIMINATION

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contractor covers a program set for in Appendix B of the Regulations.

7. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

8. INFORMATION AND REPORTS

The Contractor shall provide all information and reports by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

9. SANCTIONS FOR NONCOMPLIANCE

In the event the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the State Highway Department shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

9.1. Withholding payments to the Contractor under the Contract until the Contractor complies and/or

9.2. Cancellation, termination or suspension of the Contract, in whole or in part.

10. INCORPORATION OF PROVISIONS

The Contractor shall include provisions of paragraphs (5) through (9) in every Subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. CONTRACT SUM AND PAYMENTS

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions, the City shall pay the Contractor for the performance of the work, the sum of the Request for Proposal form price as follows:

11.1. Preferably E-Payables (Commercial Credit Card) Acceptable? Yes No (circle one)

11.2. Final payment within 30 days after the work is fully completed and accepted by the City and the Contract is fully performed.

12. PREVAILING HOURLY WAGE RATES

12.1.1. The proposal for this Contract shall be based upon the required payment by the Contractor of the prevailing hourly rate of wages for each craft or type of workman required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri.

The principal Contractor and all Subcontractors shall pay not less than the prevailing hourly rate of wages 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 290.310 inclusive and Revised Statutes of Missouri, 1959, as amended 1969. A schedule, Annual Wage Order No. 60, and all subsequent revisions, of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and subsequent revisions is attached hereto and made a part of this Contract.

12.1.2. The principal Contractor and all Subcontractors shall comply in all respects with House substitute for House Bill No. 294, as enacted by the 69th General Assembly and which became effective August 29, 1957, and embodied into the Revised Statutes of Missouri, as Sections 290.210 to 290.310, inclusive, Revised Statutes of Missouri, 1959.

12.1.3. The Contractor and each Subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman, which shall be open to inspection of all reasonable hours by the representative of the Department of Labor and Industrial Relations of Missouri and the City.

12.1.4. The aforesaid prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations of Missouri, or by court decision as provided by law during the life of this Contract, and such change shall not be the basis of any claim by the Contractor against the City nor will deduction or claim be made by the City against sums due the Contractor by reason of any such change.

12.1.5. The Contractor shall forfeit as a penalty to the state, county, city and town, district or other political sub-division on who behalf the contract is made or awarded, ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less that the said stipulated rates for any work done under said Contract, by them or any Subcontractor under them.

ADDITIONAL INFORMATION

1. TRAFFIC CONTROL AND SAFETY

The Contractor shall be responsible for providing necessary signs, flagmen, etc., to provide one (1) lane for traffic at all times. Following bid award, the Contractor shall submit a schedule of work and a plan for handling traffic for approval of the Project Manager. Should the schedule of work be changed, it will be necessary to submit and receive approval of a modified plan for handling traffic. At no time shall the work area be closed to traffic. All

barricades must (in all cases) meet the Manual of Uniform Traffic Control Devices requirements.

2. LIQUIDATED DAMAGES

It is hereby fully understood and agreed that time is of the essence in performance of this Contract. For each calendar day that elapses between this Contract's full completion date the date on which all work covered by this Contract is actually completed (not substantial completion, rather full completion), including all testing, clean up, punch list items and final close-out documents, the Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of **$150.00** per calendar day. The total amount so payable by the Contractor as liquidated damages either may be deducted from any moneys due or payable to the Contractor by the City or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his surety or either of them, at least in part, the City for (1) the administration of the work covered by such Contract and any other Contract or Contracts beyond the Contract completion date, including the additional expense to the City for supervision, inspection and superintendence; (2) expenditures resulting from the inability of the City (and general public) to use the improvement being constructed from and after each Contract and expenditures incurred by the City directly as a result of the failure to complete the work covered by such Contract on or before the Contract Completion Date.

BID FORM

The undersigned hereby certifies that he has received and reviewed all pages pertaining to the bid 2016 Street Striping of City Streets Project, as listed in the "INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS".

NOTE TO BIDDERS:

The CITY intends to hold the successful BIDDER to the letter of the specifications and contract. It is recommended that bidders review these documents and resolve any conflict or ambiguity as to intent PRIOR to signing this bid form.

Name of Bidder: _____

Mailing Address: _____

_____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

_____
Signature

Corporate Seal

Attest to Seal

_____
Title

Subscribed and sworn to before me this _____ day _____, 2016

_____
Notary Public

Checklist of items to be included with bid:

_____ Non-collusion affidavit

_____ Affidavit of compliance

_____ Bid bond (bid bond, cashier's check or money order)

_____ Certificate of insurance

_____ Indicate here acknowledgement of all addendums received

_____ Description of References

_____ Bid Form completed with all unit prices filled in

CITY OF HAZELWOOD

2016 STREET STRIPING OF CITY STREETS PROJECT

This agreement, made and entered into on this _____ day of _____ 2016, by and between the City of Hazelwood, Missouri, hereinafter called "CITY", and _____ hereinafter called "CONTRACTOR".

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged and confessed, the parties hereto do mutually promise, covenant and agree as follows:

1. That the "Instructions to Bidders", "Specifications", and "Bid Form" which are attached hereto, are hereby incorporated in this contract as if they were more fully set forth herein.

2. **That the term of this contract shall commence after written notice to proceed and terminate 14 days after notice to proceed. Anticipated start date shall be October 6, 2016.**

3. That the "CONTRACTOR" shall furnish all labor, vehicles, tools, equipment and any other necessary facilities to provide the required services as outlined in the "Instructions to Bidders" and "Specifications"

4. That it is the "CONTRACTOR'S" responsibility to directly invoice and collect the fees for services rendered to all such units as receive his service.

5. That the "CONTRACTOR" shall furnish and maintain with the "CITY" a performance bond equivalent to 100% of the Contract price.

6. That the "CONTRACTOR" shall furnish and maintain with the "CITY" certificates of insurance as outlined in the "Specifications".

7. That the "CONTRACTOR" shall indemnify and hold harmless the "CITY" from any liability, claim, damage, or cause of action which may be sustained or asserted against the "CITY" as the result, directly or indirectly, or in any manner, of the performance or failure of performance on the part of the "CONTRACTOR".

8. **That if the "CONTRACTOR" fails to perform any of the terms of this contract, the "CITY", at its option, may cancel this contract, and if it desires, it may also claim a default and utilize the performance bond for such non-performance.**

9. The parties of this agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matter encompassed by the agreement.

Name and phone number of person to contact during working hours:

Name _____ Phone _____

Address _____

Name and phone number of person to contact in case of emergency and after working hours:

Name _____ Phone _____

NOTE: This contract shall not be assigned or transferred by "CONTRACTOR", nor shall any services be performed by any sub-contractor for "CONTRACTOR" without written consent from the "CITY".

In witness whereof, the parties hereto have executed this agreement the day and year first written.

EXECUTED BY AUTHORIZED REPRESENTATIVES

CITY OF HAZELWOOD	(NAME OF BIDDER)
_____ Matt Zimmerman City Manager	By: _____ (Name) (Title)
Date: _____	Date: _____
ATTEST:	WITNESS:
_____ Colleen Wolf, MMC City Clerk	By: _____ Print Name:
Date: _____	Date: _____

APPROVED AS TO FORM:

_____
Kevin M. O'Keefe
City Attorney

CONTRACT AUTHORIZED BY CITY OF HAZELWOOD ORDINANCE: _____

City of Hazelwood Contract: 2016 Street Striping of City Streets Project.

AFFIDAVIT OF COMPLIANCE

STATE OF _____

COUNTY OF _____

Now this ____day of _____, 2013, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of _____
(name of corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of
_____
(name of business entity, same as above)

4. I state and affirm that _____ is enrolled and is
(name of business entity, same as above)

currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, _____ does not knowingly employ any person
(name of business entity, same as above)
who is an unauthorized alien.

6. Further, _____has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____ _____
(Authorized Agent, Partner, Owner or Officer) Printed Name

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____ _____
(Human Relations Director) Printed Name

This form is promulgated to 15CSR 60-15.020. The Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT

_____
(Signature)

On this _____day of _____, in the year 20_____, before me _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

SEAL

CITY OF HAZELWOOD NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI)
) SS
County of St. Louis)

_____ being first duly sworn on oath deposes and states:

I. That in connection with this procurement:

a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and

c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

II. The undersigned further states:

a. he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above; or

b. he is not the person on the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above.

III. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

FOR CORPORATIONS:

(Corporate Seals)

Name of Firm _____

Please check:

( ) Corporation
( ) Partnership or
( ) Sole Proprietor

ATTEST TO SEAL:

_____

Signature and Title of Bidder

_____

_____

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 20

_____Notary Public

City of Hazelwood Contract: 2016 Street Striping of City Streets Project.

BID FORM

2016 STREET STRIPING OF CITY STREETS PROJECT

Street	Stripe Type	Length (ft)	Price
Phantom Drive	White Skip Line	7,000	$
Phantom Drive	Solid Yellow (Inside Edge Line)	5,712	$
Ford Lane	Yellow Skip Line	1,300	$
Ford Lane	Solid Single White Stripe	900	$
Ford Lane	Solid Double Yellow Stripe	700	$
Lynn Haven	Single Yellow Skip Line	5,555	$
Elm Grove/Coachlight	Single Yellow Skip Line	2,560	$
Utz Lane	Single Yellow Skip Line	4,760	$
Fee Fee Road	Single Yellow Skip Line	2,580	$
Fee Fee Hills Drive	Single Yellow Skip Line	780	$
Latty Avenue	Single Yellow Skip Line	3,000	$
Ville Maria	Solid Double Yellow Line	4,130	$
Sieloff Drive	Single Yellow Skip Line	1,880	$
Hazelcrest Drive	Single Yellow Skip Line	2,800	$
Douglas Palmer Drive	Solid Double Yellow Line	1,000	$
Town & Country Drive	Single Yellow Skip Line	1,380	$
Riverwood Trails Drive	Solid Double Yellow Line	1,850	$
Riverwood Trails Drive	Solid Double Yellow Line	2,000	$
Teson Road	Solid Double Yellow Line	9,485	$
Teson Road	Single Yellow Skip Line	2,000	$
Park 370 Boulevard	Solid Yellow Stripe	9,960	$
Park 370 Boulevard	Yellow Skip Line	9,960	$
Park 370 Boulevard	Solid White Edge Line	9,960	$
Park 370 Boulevard	Turn Arrows (24)	192	$
Park 370 Boulevard	Stop Bars (5)	175	$
Park 370 Place	Solid Yellow Stripe	1,460	$
Park 370 Place	Yellow Skip Line	1,460	$
Park 370 Place	Solid White Edge Line	1,460	$
Park 370 Place	Turn Arrows (6)	48	$
Park 370 Place	Stop Bars (1)	36	$
Park 370 Court	Solid Yellow Stripe	1,780	$
Park 370 Court	Yellow Skip Line	1,780	$
Park 370 Court	Solid White Edge Line	1,780	$
Park 370 Court	Turn Arrows (6)	48	$
Park 370 Court	Stop Bars (1)	35	$

Missouri Bottom Road (from 2710 to 12748 Missouri Bottom Road)	Solid Double Yellow Stripe	1,670	$
St. Louis Mills Boulevard Circle	Solid Double Yellow Line	7,920	$
	Crosswalks (1)	85	$
	White Skip Lines	10,560	$
	Center Deliner Bars	1,070	$
	Turn Arrows (10)	80	$
	Stop Bars (5)	132	$
St. Louis Mill Boulevard (From St. Louis Mills Circle Intersection to Bridgeton City Limit)	Solid Double Yellow Line	1,584	$
	White Skip Lane Lines	6,160	$
	Stop Bars (9)	149	$
	Turn Arrows (10)	80	$
	Crosswalks (6)	232	$
	Total	**131,228**	**$**

BID FORM

2016 STREET STRIPING OF CITY STREETS PROJECT

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Utz Lane	Single Yellow Skip Line	4,760	$
Fee Fee Road	Single Yellow Skip Line	2,580	$
Fee Fee Hills Drive	Single Yellow Skip Line	780	$
Latty Avenue	Single Yellow Skip Line	3,000	$
Ville Maria	Solid Double Yellow Line	4,130	$
Sieloff Drive	Single Yellow Skip Line	1,880	$
Hazelcrest Drive	Single Yellow Skip Line	2,800	$
Douglas Palmer Drive	Solid Double Yellow Line	1,000	$
Town & Country Drive	Single Yellow Skip Line	1,380	$
Riverwood Trails Drive	Solid Double Yellow Line	1,850	$
Riverwood Trails Drive	Solid Double Yellow Line	2,000	$
Teson Road	Solid Double Yellow Line	9,485	$
Teson Road	Single Yellow Skip Line	2,000	$
Park 370 Boulevard	Solid Yellow Stripe	9,960	$
Park 370 Boulevard	Yellow Skip Line	9,960	$
Park 370 Boulevard	Solid White Edge Line	9,960	$
Park 370 Boulevard	Turn Arrows (24)	192	$
Park 370 Boulevard	Stop Bars (5)	175	$
Park 370 Place	Solid Yellow Stripe	1,460	$
Park 370 Place	Yellow Skip Line	1,460	$
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