



***INVITATION FOR FORMAL BIDS***

***FOR***

***2025 ASPHALT TRAIL SEALING***

***JIM HENNESSEY TRAIL***

***ALONG HIGHWAY N***

***IN***

***COTTLEVILLE, MISSOURI***

***CITY OF COTTLEVILLE  
5490 FIFTH STREET  
COTTLEVILLE, MO 63304***

## **NOTICE TO CONTRACTORS**

### **Invitation for Formal Bid**

Notice is hereby given that the City of Cottleville will receive sealed bids for work consisting of crack filling and surface sealing (2 coats minimum required) the Jim Hennessey multi-use asphalt trail that runs parallel to Highway N, starting at Weiss Road and ending at Meadowlake Drive at City Hall, 5490 Fifth Street, Cottleville, Missouri, until *2:00 p.m. on Friday, October 10, 2025*, at which time all bids will be publicly opened and read at City Hall.

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

Missouri Annual Wage Order 32 as amended June 26, 2025, shall be in effect for this project.

The bid proposal shall be made on a form provided by the City, delivered in a sealed envelope, at City Hall on or before the time specified above.

The City reserves the right to require the successful bidder to file proof of his ability to properly execute the project together with his record of successful completion of similar projects. The City reserves the right to reject any and all bids or proposals submitted, or to advertise for new bids. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding forty-five (45) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign and return the contract and other required certificates and documents in quadruplicate within ten (10) days after the date of the receipt of the award of the contract. The successful bidder shall file certificates with the City that he has obtained and will continue to carry workmen's compensation insurance, public and private liability and property damage insurance and builders risk insurance in the specified amounts for the duration of the contract.

The contractor shall not commence work prior to the date of written notice from the City Engineer and shall complete all work before March 31, 2026. Notice to Proceed is expected to be on or about October 20, 2025.

Special Needs: If you have special needs addressed by the Americans with Disability Act, please notify the Assistant City Engineer at (636) 498-6565 ext. 9 at least five (5) working days prior to the bid opening.

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

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# ***INFORMATION FOR BIDDERS***

## ***2025 ASPHALT TRAIL SEALING***

### ***JIM HENNESSEY TRAIL***

#### ***IN COTTLEVILLE, MISSOURI***

#### ***RECEIPT AND OPENING OF BIDS:***

The City of Cottleville (herein called the "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received at City Hall, 5490 Fifth Street, Cottleville, Missouri, until **2:00 p.m. on Friday, October 10, 2025** at which time all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City Engineer, and designated as:

***"2025 ASPHALT TRAIL SEALING***

***JIM HENNESSEY TRAIL"***

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

#### ***PREPARATION OF BID:***

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

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

***SUBCONTRACTS:***

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

***EXECUTION OF CONTRACT:***

The bidder to whom the contract has been awarded shall sign four copies of the contract, performance bond, and payment and material bond and return them to the City within ten (10) days after receipt of the contract.

Failure to execute the contract and bonds and return them to the City within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

The City will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the City or who owes any amount(s) for delinquent taxes, fees or licenses.

***QUALIFICATIONS OF BIDDER:***

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

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

***6. BID SECURITY:***

Each bid must be accompanied by cash, certified check of the bidder, cashier's check or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the City, in the amount of 5 percent of the bid. Such cash, check or bid bond will be returned to all except the three lowest bidders within fifteen (15) days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the City and the accepted bidder have executed the contract, or, if no award has been made within forty-five (45) days after the date of the

opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

***LIQUIDATED DAMAGES:***

***FAILURE TO ENTER INTO CONTRACT:***

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

***TIME OF COMPLETION:***

Bidder must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the City and to fully complete the project by March 31, 2026. The City plans to issue the Notice to Proceed on or about October 20, 2025. If the contract work is not fully completed according to the terms of the contract within the time limit specified, the contractor shall pay to the City, as liquidated damages, a sum equal to three hundred (\$300.00) dollars per day for each calendar day until the job is 100% completed, accepted, and approved by the Assistant City Engineer. The job is not considered 100% complete until ALL ITEMS of work, including clearance of deficiencies, are finished.

***CONDITIONS OF WORK:***

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

***ADDENDA AND INTERPRETATIONS:***

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

Every request for such interpretation should be in writing, addressed to:

City of Cottleville  
Attn: Public Works Director  
5490 Fifth Street  
Cottleville, Missouri 63304

or by e-mail to Tom Goldkamp [tom.goldkamp@cityofcottleville.com](mailto:tom.goldkamp@cityofcottleville.com)

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

Any and all addenda will be posted on the City of Cottleville website not later than four (4) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. The contractor shall sign all addenda acknowledgments issued by the City and return it with the bid proposal.

***POWER OF ATTORNEY:***

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

***LAWS AND REGULATIONS:***

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

***METHOD OF AWARD-LOWEST RESPONSIVE, RESPONSIBLE BIDDER:***

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



***OBLIGATION OF BIDDER:***

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

***TAXES:***

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

***RIGHT-OF-WAYS:***

The City will provide all rights-of-way or city owned land upon which work is to be done.

***INSURANCE:***

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

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

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

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

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

Workers' Compensation: Statutory limits and Employer's Liability with limits no less than \$1,000,000.00.

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

***PERFORMANCE BOND:***

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

***PAYMENT AND MATERIALS BOND:***

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

***BID RESULTS:***

The final bid results will be made public after the completion of the bidding process.

***USE OF COTTLEVILLE IN ADVERTISING:***

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

### ***AMERICAN MADE:***

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

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

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

### ***GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES***

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the **St. Charles County Standard Specifications for Arterial Highway Construction, 2020** (hereinafter referred to as the Standard Specifications) for the roadway and insurance requirements together with the General and Job Special Provisions and other City and State requirements contained in the contract documents.

Special attention is called to the following sections:

- A. The contractor shall comply with all the provisions of Section 806 in regards Temporary Water Pollution and the Storm Water Pollution Prevention Plan.
- B. The contractor shall comply Section 106.9 in regards to the Buy America Policy.
- C. The contractor shall be familiar with Sections 104.2 Differing Site Conditions, 104.3 Changes in the Work, 104.5 Notification of Differing Site Conditions and Changes in the Work, 105.1.2 Suspension of Work, 108.6 Temporary Suspension of Work, 108.15 Suspension of Work Directed by the Engineer, 109.4 Differing Site Conditions and Changes in the Work, and 109.12 Change Orders.

## ***SCOPE CHANGES***

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

## ***SAFETY PROGRAM TRAINING REQUIREMENT:***

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

## ***EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED (Missouri Revised Statutes Section 285.530)***

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

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

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

- Send the notarized affidavit and E-Verify MOU signature page to: City of Cottleville, Attn: Tom Goldkamp, 5490 Fifth Street, Cottleville, MO 63304 prior to responding to any solicitations;  
**OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

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

## ***\*\* PLEASE NOTE:***

***Acceptable enrollment and participation documentation consists of a valid copy of the signature page (page 11) of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division***

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

<a href="https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES">https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES</a>
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***OPEN RECORDS***

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

# ***BID PROPOSAL***

In response to the advertisement inviting bids for asphalt trail sealing and in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

**Contractor Name:** \_\_\_\_\_

ITEM NO.	DESCRIPTION		QUANTITY	UNIT PRICE	COST
1	Mobilization - <b>incidental with the cost of the contract. No payment will be made.</b>		XXXXXX XXXXXX	XXXXXXX XXXXXXX	XXXXXXX XXXXXXX
2	10' Wide (variable) Multi-use Trail Crack Sealing		LS		
3	10' Wide (variable) Multi-us Trail Surface Sealing		9,300 SY		

TOTAL

\_\_\_\_\_

Work consists of crack filling and surface sealing (2 coats minimum required) the Jim Hennessey multi-use asphalt trail that runs parallel to Highway N, starting at Weiss Road and ending at Meadowlake Drive.

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

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

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

**THE FOLLOWING FORMS MUST BE COMPLETED AND ENCLOSED WITH THE  
BID**

***AUDIT CLAUSE FOR CONTRACTS***

**Examination of Records**

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

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

Vendor Information

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Business Hours \_\_\_\_\_

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



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

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

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

***ANTI-COLLUSION STATEMENT***

**STATE OF MISSOURI**

**CITY/CITY OF \_\_\_\_\_**

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_  
Title of Person

Signing of

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

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

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

*SWORN* to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

My Commission Expires \_\_\_\_\_

***AFFIDAVIT OF WORK AUTHORIZATION***

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

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_

\_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_

\_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

commissioned as a notary public within the City of \_\_\_\_\_, State of  
(NAME OF CITY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.

(NAME OF STATE)

(DATE)

---

**Signature of Notary**

---

**Date**

**EXHIBIT A**

**CITY of COTTLEVILLE**

**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

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

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

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

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

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

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

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

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

COMPANY NAME

**Section C – Products May Qualify Because of Qualifying Treaty**

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

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

**SECTION C**

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

SIGNATURE

COMPANY NAME

**CERTIFICATION OF NON-SEGREGATION**

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

certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

## ***JOB SPECIFICATIONS***

### ***GENERAL INFORMATION:***

The City of Cottleville, Missouri, is receiving sealed bids for asphalt multi-use trail preservation with crack sealing, patching, and asphalt seal coat.

All work and material shall be in accordance with the St. Charles County Standard Specifications for Arterial Highway Construction – 2020, unless modified herein, and shall be subject to approval by the Cottleville City Engineer.

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

Special attention is directed to Paragraph 107.4.1 of the Standard Specifications regarding the identification of the Contractor's Safety Officer. In cases of calls from the City Police Department or other public safety agencies regarding public safety hazards arising from or related to the work performed under this contract, the City will first try to contact the Contractor's on-site representatives (Superintendent or Project Manager) for correction. When unable to reach the on-site representatives, or in cases where they are non-responsive, the City will contact the Safety Officer. It will be the responsibility of the Superintendent, Project Manager, or Safety Officer to take the actions necessary to immediately correct the public safety concerns identified, regardless of the day or time.

Special attention is also directed to Paragraph 612.30.2 Flaggers and the requirements therein. Additional flaggers may be required where side streets intersect between the two end of work zone

flaggers. It is the Contractor's responsibility to provide sufficient flaggers to handle the traffic efficiently and safely.

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

***CONSTRUCTION SAFETY PROGRAM REQUIRED:***

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

**RSMo Section 292.675**

**The Illegal Aliens and Immigration Status Verification Bill**

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

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

- (1) "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;**
- (2) "Contractor", any person entering into a contract with a public body for construction of public works which employs "on-site employees" for purposes of completion of the contract;**
- (3) "Department", the department of labor and industrial relations;**
- (4) "On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees". Persons engaged solely in the transportation of materials, fuel, or equipment to**



the site of the public works shall not be deemed to be “directly engaged in construction;

(5) “Person”, any natural person, joint venture, partnership, corporation, or other business or legal entity;

(6) “Public body”, the State of Missouri or any officer, official, authority, board or commission of the state, or other political subdivision thereof, or any institution supported in whole or in part by public funds;

(7) “Public works”, all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. “Public works” includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility;

(8) “Subcontractor”, any person entering into a subcontract with a contractor for construction of public works which employs “on-site employees” for purposes of completion of the contract.

2. Any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

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

4. The public body shall specify the requirements of this section in the resolution or ordinance and in the call for bids for the contract. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require

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

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

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

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

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

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

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

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

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

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

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program.

The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of RSMO Sec. 285.530. [RSMO Sec. 285.530 (4)]

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

- Send the notarized affidavit and E-Verify MOU signature page to: City of Cottleville, Attn: Rich Francis, 5490 Fifth Street, Cottleville, MO 63304 prior to responding to any solicitations;  
**OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

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

**\*\* PLEASE NOTE:**

*Acceptable enrollment and participation documentation consists of a valid copy of the signature page (page 11) of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division*

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

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

## **CONSTRUCTION REQUIREMENTS**

### **General**

Where conflicts may exist between the Job Specifications and the Standard Specifications, the Job Specifications will be applicable.

**Any resident whose driveway will be blocked as the result of this project must be notified by the contractor at least 24 hours prior to work beginning on the area that will affect the resident's driveway.**

**Base rock:** All base rock must be compacted to St. Charles County Specifications. Use of minimum 5-ton smooth drum vibratory roller required. Use of vibrating tamping plate in areas inaccessible to 5-ton minimum vibratory may be permitted.

**Traffic Control and Workspace:** The contractor shall clearly mark off all work areas with signage, traffic cones, barricades and construction tape as needed to prohibit motorists and pedestrians from each area until the surface is fully cured and dried. The contractor must remove all traffic control after the sealer has been cured prior to final acceptance. Any work vehicles or equipment operating or parking on the streets shall be clearly visible with construction cones and flashing lights. No construction equipment shall be stored in residential neighborhoods or parked on public streets overnight. There will be no direct payment for any traffic control devices or complying with this special provision.

**Preparation of Surface:** Spray all vegetation in cracks and at pavement edges with applicable chemical to kill weeds, and grasses prior to job start date. All existing asphalt shared use paths / lots shall be power blown and swept clean by mechanical brooms of any organic material or loose material in the cracks or on the edge of the shared use paths and parking lots prior to sealing. Clean all cracks with compressed air, wire wheel routing, and hand work to ensure all loose debris is removed. Trim the grass around the pavement edges. No sealer shall be placed on wet surfaces. The surfaces should be inspected by City Staff after cleaning prior to the application of crack or surface sealers. No material shall be applied to the shared use paths without first receiving approval from the City Staff.

**Crack Sealer:** Seal all cracks 3/16" or larger with **Deery PLF 80210, Hot Crafcro Parking Lot 202 Sealant Type 1 Crack Sealant, or Sealmaster Crackmaster Supreme Hot Pour Crack Sealant.**

The contractor shall apply one of the approved hot crack sealing materials in all cracks 3/16" wide or more and at all locations the asphalt shared use paths or parking lots connect to concrete driveways, curbs or sidewalks. Any wider cracks shall be filled first and tamped with **EZ Street Premium Cold Mix** as produced by Fred Weber, Inc., **SealMaster Patchmaster** High Performance Pothole Patch, **Aquaphalt 6.0** or commercial hot mix asphalt if available. The crack sealer shall be applied according to the Manufacturer's recommendations. See attached specification sheet(s). Crack Sealer shall be within 1/8" with the top surface of the surrounding asphalt after curing. **Any crack not filled within 1/8" to the top of surface must be re-crack sealed, and re-surface sealed prior to final acceptance.**

Crafcro Parking Lot 202 Sealant Type 1 is a hot-applied asphalt-based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in cold to hot climates. Parking Lot Sealant Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking in the winter and is highly resistant to flow or pick-up at summer temperatures. Parking Lot Sealant Type 1 is used in highways, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. Parking Lot Sealant Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to pedestrian and slow-moving vehicular traffic in moderate to warm climates where high resistance to pick-up or tracking is required. VOC = 0 g/l. (See attached specifications)

**Asphalt Surface Sealer:** All asphalt surfaces shall be sealed with **MAC 52 Premium Pavement Sealer, Master Seal E-Z Stir Asphalt Based Pavement Sealer, or Crafcro Action Pave RT Classic** according to the manufacturer's specifications. **Two** coats of sealer are required according to most manufacturers' specifications to achieve the proper coating. **Product Specifications must be submitted with the bid. The bidder must also specify the application method (squeegee, spray, etc.) of each coat.** Spray equipment must be capable of spraying sealers with sand as specified. **The preference is for both coats to be squeegee applied. Full coverage of the surface is required on both coats.** (See attached specifications)

**Alternate Approved Materials:** The contractor may propose alternate Crack Sealers and/or Asphalt Sealers as equal or better up to seven calendar days before the Bid Opening. The

contractor must supply all information and explanation why the proposed alternate information is equal or better by comparing specification sheets. The City will approve or reject any alternate materials in writing or email to the contractor a minimum of one week prior to the bid opening. Only approved materials can be utilized on the project. Any alternate proposed shall also detail if one or two coats of material are being proposed. If no alternate materials have been approved by the City, the contractor must use the sealers specified in these provisions.

**Estimated Surface Quantities:** An estimated summary of quantities has been included. The contractor is responsible for verifying all quantities and determining the amount of material needed according to actual field conditions and the manufacturer's recommended application rates. While estimated quantities are listed for estimating purposes, final measurement will not be made unless an appreciable error exceeding 15% of the plan quantity is discovered. The Contractor shall perform a field inspection prior to bidding and notify the City of any appreciable errors prior to bidding. No additional payment or deductions will be made for variances in measurements or quantities.

**Material Certifications and Sampling:** The contractor shall supply a dated paid receipt and material certification from the supplier for both the crack sealer and surface sealer approved and used on the project. This shall be included with the payment request after completion of the work.

The contractor shall also furnish a sample of the sealer on site in accordance with AASHTO R-66, Sampling Asphalt Materials, except that samples may be taken from a single valve near the bottom of the tank. The contractor will take at least one 1/4-gallon sample in an appropriate sealed wide mouth plastic container with lid for each batch asphalt sealer used on any given day. These QC samples shall be provided to the City and retained for possible future testing and labeled as such.

**Spillage / Tracking:** The contractor shall take every reasonable measure to assure the trail sealer and crack sealer does not spill or track onto other pavements or private driveways. Cross driveways shall be covered with plastic and taped down. Any tracking or spillage will be the contractor's responsibility to clean up and resolve.

**Mobilization:** Mobilization shall be incidental with the cost of the contract. **No payment will be made.**

# ***PROJECT SUBMITTALS AND CLOSEOUT***

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

- Contract Agreement (CA-1 to CA-3, IB-1) Submitted: \_\_\_\_\_
- Certificate of Insurance (IB-4 to IB-5) Submitted: \_\_\_\_\_
- Affidavit of Work Authorization (IB-7) Submitted: \_\_\_\_\_
- List of Subcontractors (IB-1) Submitted: \_\_\_\_\_

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

- Contractor's Certification Regarding Settlement of Claims (Prime) Submitted: \_\_\_\_\_
- Contractor's Final Lien Waiver (Prime) Submitted: \_\_\_\_\_
- All Subcontractors, shall supply final lien waivers for all material, labor and equipment. Submitted: \_\_\_\_\_

- Contractor's Final Pay Invoice (Prime) Submitted: \_\_\_\_\_
- Final Change Order (Prime) Submitted: \_\_\_\_\_
- Final inspection and approval by the CITY ENGINEER Submitted: \_\_\_\_\_

# PRODUCT SPECIFICATIONS

## **DEERY<sup>®</sup> PLF 210** PAVEMENT PRESERVATION PRODUCTS **HOT APPLIED SEALANT, Part No. 80210PLF**

**PRODUCT DATA SHEET**  
**FEBRUARY 2012**

**DESCRIPTION** DEERY PLF 210 is a Premium Grade, hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, premium rubber, and other modifiers, which results in a fast set up sealant. VOC=0 g/l.

**USE** DEERY PLF 210 is a moderate viscosity pavement preservation sealant ideally suited for parking lots, and other slow moving vehicle and pedestrian areas, plus highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where a firm yet pliable material is desirable. Properly installed, DEERY PLF 210 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and moderate low pavement temperatures.

**HEATING and APPLICATION** Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material. DEERY PLF 210 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place hot sealant into properly prepared, clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance. For more details on heating and application, refer to the **Installation Instructions- Hot Applied Sealant** sheet which is included with each pallet of product. Specific Gravity of DEERY PLF 210 sealant is 1.25.

### **PROPERTIES of DEERY PLF 210**

**When sampled and heated to maximum heating temperature in accordance with ASTM D5167**

<b>TEST</b>	<b>METHOD</b>	<b>SPECIFICATION</b>
Cone Penetration @ 77°F (25°C)	ASTM D5329	20-50 dmm
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	40% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	210°F (99°C) minimum
Low Temperature Flexibility	ASTM D3111 modified	Pass @ -10°F (-23°C)
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

\*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

\*Prolonged heating at or above Recommended Application Temperature may severely damage product

**PACKAGING** Packaging consists of individual boxes of product which are palletized into shipping units. Boxes are made from corrugated kraft board with a minimum rating of 44 ECT. Boxes contain a non-adherent film liner that permits easy removal of product from the box and quickly melts into the product during heating. Boxes use tape closure and do not contain any staples. Boxes are made from renewable resources and are fully recyclable. Pallets contain up to 75 boxes stacked in layers. Weight of product in boxes does not exceed 40 lbs. (18 kg). Pallet weights do not exceed 2880 lbs. (1310 kg). Pallets of product are weighed and sold by net product weight, not including weight of the boxes, pallet and outer wrapping. Boxes are labeled with the manufacturer, product name, product part no., product lot no., heating temperatures, safety information and use instructions. Palletized units are protected from the weather using a minimum 3 mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of 2 layers of 6 month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation instructions are provided with each pallet of product.

**PERFORMANCE** Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

**WARRANTY** Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow manufacturer recommendations for product installation.**



6165 W. Detroit Street • Chandler AZ 85226  
1-800-528-8242 • (602) 276-0406 • Fax (480) 961-0513  
[www.crafco.com](http://www.crafco.com)

### **FOR ADDITIONAL INFORMATION**

**Call: 1-800-227-4059 toll free**  
**Email: [info@deeryamerican.com](mailto:info@deeryamerican.com)**  
**Web: [www.deeryamerican.com](http://www.deeryamerican.com)**



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[www.crafco.com](http://www.crafco.com)

**READ BEFORE USING THIS PRODUCT**

**GENERAL**

Crafco Parking Lot Sealant Type 1 is a hot-applied asphalt-based product used to seal and fill cracks and joints in asphalt or Portland cement concrete pavements in cold to hot climates. Parking Lot Sealant Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking in the winter and is highly resistant to flow or pick-up at summer temperatures. Parking Lot Sealant Type 1 is used in highways, streets, airfields, and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. Parking Lot Sealant Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to pedestrian and slow-moving vehicular traffic in moderate to warm climates where high resistance to pick-up or tracking is required. VOC = 0 g/l.

**SPECIFICATION CONFORMANCE**

Crafco recommended specifications for Parking Lot Sealant Type 1 when heated to the safe heating temperature in accordance with ASTM D5167 are:

<u>Test</u>	<u>Recommended Specification</u>
Cone Penetration (ASTM D5329)	60 max.
Flow, 140 °F (60 °C), 5h (ASTM D5329)	3.0 mm max.
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	205 °F (96 °C) min.
Ductility, 77 °F (25 °C) (ASTM D113)	50 cm min.
Flexibility, 1/8" (3.2 mm) specimen, 180° bend, 5 sec, 1/2" (12 mm) mandrel (ASTM D 3111 modified)	Pass at -20 °F (-29 °C)
Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329)	500% min.
Asphalt Compatibility (ASTM D5329)	Pass
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

**INSTALLATION**

The unit weight of Crafco Parking Lot Sealant Type 1 is 10.8 lbs. per gallon (1.29 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

**PACKAGING**

Product is supplied in either cardboard boxes, or in melttable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Melttable** packaging consists of approximately 30 lb. (13.6 kg) completely melttable packages that are interlocked stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Melttable packaging quickly melts into the product without affecting specification conformance. Melttable packaged sealant products are sold by the pallet only and individual packages are not intended for sale. For more details on melttable packaging go to <https://crafco.com/materials-documentation/>

**WARRANTY**

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

## CRACKMASTER SUPREME

### Hot Pour Crack Sealant

**SMT-190**

REVISED 03/20/23

#### PRODUCT DESCRIPTION

CrackMaster Supreme is a single component, hot applied crack and joint sealant. CrackMaster Supreme is specially formulated for both direct fire and oil-jacketed melters. It is heat stabilized to withstand temperatures up to 450°F without experiencing polymer degradation. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster Supreme meets manufacturer's specifications.

#### USES

CrackMaster Supreme is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. CrackMaster Supreme is relatively hard and has a high softening point, which makes it well suited for parking lots and driveways.

#### COMPOSITION

As supplied, CrackMaster Supreme is supplied in solid blocks comprised of heat stabilized polymers and asphalt.

#### COLOR

Black.

#### LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application. Not recommended for cracks in excess of 1" wide.

#### TECHNICAL DATA

CrackMaster Supreme meets SealMaster Product Specification when tested in accordance with ASTM D5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	350-400°F
Maximum Heating Temperature	450°F
Cone Penetration at 25°C	50 max.
Flow at 60°C, mm	0
Softening Point	200°F Min
Flexibility 0°F	(1" Mandrel) - PASS
Specific Gravity	1.17
Asphalt Compatibility	PASSES

#### ENVIRONMENTAL CONSIDERATIONS

CrackMaster Supreme is considered a non-hazardous material.

#### INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

#### METHODS

CrackMaster Supreme shall be melted in direct fired or oil jacketed melters. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (350-400°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

#### IMPORTANT

Protective apparel is recommended with application of CrackMaster Supreme. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

#### MIXING PROCEDURES

Use material as supplied. Do not blend with other materials.

#### APPLICATION

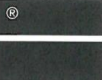
Apply heated CrackMaster Supreme using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.





**MAC**  
McConnell & Associates  
Pavement Maintenance Products

**MAC 52**



## MAC 52

### Premium Pavement Sealer

### Application Specification

#### I. OBJECTIVES:

- A. To extend the serviceable life of off-street asphalt pavements that do not receive a full and continuous pattern of compaction from rolling traffic. To further increase the life of these pavements by protecting them from damage caused by (1) gasoline and oil, which soften and dissolve the asphaltic binder, (2) sun and oxidation, which dries out and embrittles the asphalt therefor leading to raveling of the surface aggregates, (3) and most importantly water absorption, which reduces the pavements internal cohesive and compressive strength, thus creating susceptibility to progressive freeze-thaw damage.
- B. To create an attractive traction enhanced surface, slate-black in color, that does not release hazardous loose stones with age and reduces the need for expensive premature overlays.
- C. To acquire the aforementioned benefits at minimum expenditure when used over parking lots, low to medium traffic roadways, gasoline stations, walkways, airfield runways and aprons.
- D. To achieve objectives A, B, and C by employing the most advantageous application system based on the intended usage of the pavement involved.

#### RECOMMENDED APPLICATION SPECIFICATIONS

SYSTEM	SYSTEM DESCRIPTION	RECOMMENDED AREAS FOR SYSTEM
MAC – S1	1 Sand Slurry Coat and 1 Coat Without Sand	Home drives, Low Traffic Parking Lots, Gasoline and Oil Spillage Areas
MAC – S2	2 Sand Slurry Coats	High Traffic Parking Lots, Aged Pavements, Private Streets
MAC – S3	2 Sand Slurry Coats and 1 Coat Without Sand	Parking Lot Roadways, Airfields

#### II. MATERIALS:

MAC-52 PAVEMENT SEALER is a heavy-bodied and high-solids refined coal tar pitch emulsion. Basic ingredients include a stable, straight run distillate softening point refined coal tar pitch combined with inert mineral fillers dispersed in water. MAC-52 meets and exceeds requirements of ASTM D 3320-00 – Emulsified Coal-Tar Pitch (Mineral Colloid Type).

Physical composition and performance data are detailed in McConnell & Associates Specification Index MAC-PS. The chemical and physical make up is as follows:

	MAC – 52 Specifications	R-P-355E Requirements
Water, %	48%+/- 2%	53% Max.
Nonvolatile, %	49%+/- 2%	47% Min.
Ash of Nonvolatile %	36%+/- 2%	30% - 40%
Solubility of Nonvolatile in CS <sub>2</sub> , %	20% Min.	20% Min.
Specific Gravity 25 Deg. C/25 Deg. C	1.20 Min.	1.20 Min.

**SAND** – shall be clean, hard and durable, free from clay, salt and organic matter, and well grading within the following limits (U.S. Sieve / Total % Retained): No. 30 / 0.10; No. 40 / 4.80; No. 50 / 34.20; No. 70 / 36.90; No. 100 / 17.60; No. 140 / 5.90; No. 200 / 0.20; No. 270 / 0.10

**WATER** – shall be fresh, clean, and within a temperature range of 50 degrees to 75 degrees F.

**MAC-52 SAND SLURRY** – shall be a blend equal to two to six pounds of sand per gallon of MAC-52 agitated to even consistency. When high ambient or pavement temperatures are prevalent and workability is hampered, water may be added, but at no time shall the amount exceed 10% of the total MAC-52 slurry.

#### III. PREPARATION OF PAVEMENT:

The asphaltic surface, prior to application, shall be clean, sound, and surface cured.

To be clean, the surface shall be free from sand, clay, dust, oil, grease and other foreign matter. Insure this by hand brooming, power brooming, or the employment of high velocity air blowers. Oil and grease spots which have accumulated on the pavement surface shall be scraped or heated using a propane torch if necessary, then sealed off with MAC OIL SPOT PRIMER (refer to McConnell & Associates Specification Index MAC-OSP) prior to the application of Protective Surface Treatment.

To be sound the pavement shall have sufficient drainage capabilities and be supportive of the traffic loads for which it was designed.

To be surface-cured the pavement shall be free of surface oils presenting a water-break-free surface when exposed to water. Minimum cure time is 30 days. Home driveways, where 95% compaction (PROCTER) is not achieved, cure time is a minimum of 60 days.

McConnell & Associates

Kansas City (816) 842-6066 / (800) 779-6066 St. Louis (314) 962-1920 Pevely (636) 475-7733

[www.mac52.com](http://www.mac52.com) [www.McConnellAssociates.org](http://www.McConnellAssociates.org)

# MAC 52

®

## MAC 52

### Premium Pavement Sealer Application Specification

#### IV. APPLICATION OF MATERIALS:

Specification No. **MAC-S1** is a two-coat system consisting of one application of MAC-52 Sand Slurry and one application of MAC 52 without sand.

Specification No. **MAC-S2** is a two coat system consisting of two applications of MAC-52 Sand Slurry.

Specification No. **MAC-S3** is a three coat system consisting of two applications of MAC-52 Sand Slurry and one application of MAC-52 without sand.

The aforementioned application systems are to provide a uniform heavy-duty protective coating that is free of voids, holidays, and pinholes.

The **first coat of MAC-52 Sand Slurry** (detailed in Section II) shall be applied uniformly over the entire pavement surface (refer to Section III). If it is necessary to pre-dampen the prepared surface on hot days to reduce the surface temperature, only dampen the pavement. The surface shall be free of all standing water.

When the first application has dried sufficiently to take traffic without scuffing, the **second and/or third coat of MAC-52**, depending upon specification employed, shall then be applied uniformly over the entire area (cross-wise if practical).

**QUANTITIES OF MATERIALS** necessary to complete the project can vary as much as 20% depending on the porosity and surface texture of the pavement. The general range is as follows with minimums noted:

##### First MAC-52 Sand Slurry Coat

MAC-52	0.12 to 0.15 gallon/square yard
Sand (dry wt.)	2 to 6 pounds/gallon of MAC-52

##### Second MAC-52 Sand Slurry Coat

MAC-52	0.08 to 0.12 gallon/square yard
Sand (dry wt.)	2 to 6 pounds/gallon of MAC-52

##### MAC-52 without Sand

MAC-52	.08 to .10 gallon/square yard
--------	-------------------------------

**Application** may be made with a heavy-duty soft rubber squeegee with brushes employed to rake areas of heavy deposits. Mechanical equipment (squeegee or spray) specially designed for this purpose may also be used.

It is recommended that the completed application be allowed to cure for a minimum of 24 hours and then tested for trafficability before opening for regular use.

#### V. NOTES:

**Pavement Striping** — For non-bleeding marking, white or yellow latex traffic paint is recommended (TTP-1952b). Refer to paint manufactures specifications for application.

**Weather** MAC-52 shall not be applied outside when weather is foggy or rainy, or when ambient temperature is below 50 degrees F. Lower temperature and/or higher humidity may retard curing based on a one hour set to touch of 78 degrees F. and 50% relative humidity with air circulation present. Favorable conditions must exist 24 hours following application.

**Precautions** Refined coal tar is a collection of organic compounds, primarily aromatic hydrocarbons. If individuals with sensitive skin are overexposed to MAC-52 for long periods of time, dermatitis or other skin disorders may result. Consult the MAC 52 M.S.D.S. sheets and Index MAC-PS for more information.

#### Warranty and Disclaimer

These specifications reflect successful performance experience, and are intended to provide a guide to approved construction practices and materials. However, there are no express warranties which extend beyond the description on the face hereof. Manufacturer disclaims any implied warranties of merchantability or of fitness for any particular purpose. Since manufacturer cannot control the manner of use of its products after their sale, manufacturer will not be responsible for any consequential or indirect damages. Rather, manufacturer will, at its option either replace the goods sold or refund the purchase price. No warranties will apply if the goods are in any way altered or modified after delivery by manufacturer.

#### SHORT SPECIFICATION FOR ARCHITECTS AND ENGINEERS

**MAC-S1** – 1 slurry coat & 1 coat without sand – "Asphalt pavement, after a minimum of a 30 day cure period, shall be provided a MAC-52 Protective Surface Treatment (1 slurry coat and 1 sealcoat) applied in accordance with McConnell and Associates Corp., General Application Specification MAC-S1."

**MAC-S2** – 2 slurry coats – "Asphalt pavement, after a minimum of a 30 day cure period, shall be provided with a MAC-52 Protective Surface Treatment (2 slurry coats) applied in accordance with McConnell and Associates Corp. General Application Specification MAC-S2."

**MAC-S3** – 2 slurry coats & 1 coat without sand – "Asphalt pavement, after a minimum of a 30 day cure period, shall be provided with a MAC 52 Protective Surface Treatment (2 slurry coats and 1 sealcoat) applied in accordance with McConnell and Associates Corp. General Application Specification MAC-S3."



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# CRACKMASTER SUPREME

## Hot Pour Crack Sealant

**SMT-190**

REVISED 03/20/23

### ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.2 lbs.
3/8"	1/2"	8.3 lbs.
1/2"	1/2"	11.1 lbs.
1/2"	1"	22.2 lbs.
3/4"	1/2"	16.6 lbs.
3/4"	3/4"	25.00 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

### PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

### PACKAGING AND AVAILABILITY

CrackMaster Supreme is supplied in both meltable packaging and cardboard cartons. CrackMaster Hot Pour Crack Sealants are supported by a nationwide network of SealMaster facilities along with a national and international network of professional applicators.

### WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



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## INSTALLATION INSTRUCTION

### Action Pave RT Classic, Action Pave RT Pro, Action Pave RT Supreme, Action Pave RT Aviator

PART NO.

January 2019

#### READ BEFORE USING THIS PRODUCT

**GENERAL** Crafco Action Pave RT (Refined Tar) Pavement Sealers are tough, durable, flexible emulsion coatings for asphalt concrete pavement surfaces. Action Pave RT Pavement Sealers protect asphalt pavement surfaces from oxidation and are resistant to de-icing chemicals. Action Pave RT Pavement Sealers provide a renewed surface with a uniform, deep black color. Action Pave RT Pavement Sealers can be used to protect and renew all asphalt surfaces, including parking lots; driveways; bridge decks; airfields; taxiways; golf, bike, and walking paths; and commercial and retail parking lots and drives. Action Pave RT Pavement Sealers protect and preserve the pavement with an application of a tough, durable, quality surface that fills narrow cracks and small voids to seal the surface from the damaging aging effects of heat, sun, and water. Action Pave RT Pavement Sealers are mixed on the job with appropriate amounts of sand and water to provide proper application consistency, skid resistance, and wear resistance. Rubber latex additives may be field-mixed with Action Pave RT for quicker set time and improved durability. Mixed Action Pave RT Pavement Sealer is applied to clean and prepared asphalt concrete pavement surfaces by hand-using a squeegee, followed by brushing, or by an appropriate squeegee/spray application machine. Two or three coats, with required drying time between coats, are used to provide the desired level of protection and durability.

**SURFACE PREPARATION** Clean the surface thoroughly to remove all foreign debris (dirt, gravel, silt, etc.) using air blowers or by flushing with water. Embedded dirt and silt shall be removed with steel bristle hand brooms. Remove dirt and debris from site, being careful to avoid upsetting existing landscaping and accumulating dirt in grass along asphalt areas.

**GREASE AND OIL SPOTS** Treat all grease and oil spots by scraping off the excess oil and dirt with a wire bristle and then coating with an oil spot primer. Oil spot primer, or recommended alternatives, are available from CRAFTCO SUPPLY CENTERS. The oil spot primer is supplied as a concentrate and should be diluted 2 parts water to 1 part primer. The primer shall be applied using a brush or garden sprayer, covering the oil spot and at least 2 inches of the asphalt surrounding the oil spot.

**POTHoles** Repair potholes and damaged asphalt areas. Install cold patch or hot applied mastic material to minor potholes. Repair heavily damaged areas using a full-depth asphalt repair. Saw cut and remove damaged asphalt. Repair base if necessary. Install asphalt mix and ensure proper compaction. HP patch is available from CRAFTCO SUPPLY CENTERS.

**CRACK SEALING** Seal all cracks greater than 1/16 inch in width. Manufacturer installation instructions shall be followed for crack preparation, routing (if required), overbanding, and application. Sealant choice is based on climate conditions and type of project. Contact your CRAFTCO SUPPLY CENTER or Crafco representative for specific applications.

**PAVEMENT SEALER MIX DESIGN** The recommended mix design for Action Pave RT Pavement Sealers is to be diluted with clean, potable water by volume and pounds of clean silica sand. The sand shall be clean and free from clay, salt, and organic matter and have the average size between 50 and 70 mesh, a maximum of 2% retained on the 30 mesh and a maximum of 0.3% passing the 200 mesh. The appropriate sand and recommendations are available from CRAFTCO SUPPLY CENTERS.

The table below lists the Action Pave RT products and recommended mix designs:

Product	Pavement Sealer (gallons)	Water (gallons)	Sand (Pounds)	Latex (Gallons)
Action Pave RT	100	25 – 30	200 – 500	0 – 5
Action Pave RT Pro	100	25 – 30	200 – 500	0 – 1
Action Pave RT Supreme	100	25 – 30	200 – 500	0 – 1
Action Pave RT Aviator	100	As Specified	As Specified	As Specified

In heavy traffic areas, the sand can be increased to 400-600 pounds and the latex to 5 gallons per 100 gallons of sealer. A third coat may be required in certain circumstances.

**Sand Slurry Preparation** Add the required amount of water to the sealer and mix thoroughly with mechanical agitation. Keep the agitator running at a moderate rate and add the sand in a steady stream of about 100 pounds per minute. Mix the material for 10 minutes. If the mixer is shut off for more than 10 minutes, such as on transport to the job site, mix 10 minutes before application can begin.

**INSTALLATION** Action Pave RT shall be applied in two coats in temperatures over 50°F. The first coat will be 0.10 – 0.12 gallons per square yard and the second coat will be 0.06 – 0.08 gal./sq. yd. to achieve a 0.18 – 0.20 gal./sq. yd. coating thickness based on undiluted material. Coat the edges of the area first to trim the area. Pour a continuous ribbon of Action Pave RT along the pavement edge 6 – 12 inches from curbing. Draw Action Pave RT mix away from the pavement edge by pulling a squeegee or brush perpendicular through the ribbon of material at a slight angle. Walk parallel to the pavement edge. Repeat the process in reverse direction, pulling the excess material toward the center of the pavement. Apply sealer over the remaining area using either a squeegee or a self-propelled machine that squeegees and brushes the sealer into the pores of the pavement. Allow the first coat to dry sufficiently to take light traffic scuffing. It will take 2-6 hours, depending on drying conditions. After trimming the second coat, use a machine with a spray wand or spray bar apparatus that deposits the material according to the recommended coverage rates. The spray application will take out any squeegee marks and give a uniform appearance. The completed application shall be allowed to cure at least for 24 hours and then tested for trafficability prior to opening for regular use. Quantities of the material will vary according to porosity and texture of the pavement.

**CAUTIONS** If the pavement temperature is above 90°F, use a fog bar to pre-dampen the pavement. Do not apply refined tar sealers over asphalt or gilsonite pavement sealers. Action Pave RT Pavement Sealer is not recommended for steeply sloped surfaces.

**STORAGE** Action Pave RT Pavement Sealer is supplied in bulk. Protect Action Pave RT Pavement Sealer from freezing.

**SAFETY PRECAUTIONS** It is essential that operations be conducted safely. All personnel need to be aware of the hazards of using refined tar products. Before use, the crew should read and understand product-use and safety information on the Safety Data Sheet. Safety precautions should include:

1. Personal protective clothing
2. Careful operation of the application equipment
3. Traffic and pedestrian control measures that meet or exceed MUTCD requirements
4. Appropriate cleanup of product spills or excessive applications

**ADDITIONAL INFORMATION** Additional information regarding these products is available by contacting your distributor or Crafcro, Inc. This information includes:

1. Product Data Sheets
2. Safety Data Sheets



# Technical Data Sheet

## MASTERSEAL E-Z STIR PAVEMENT SEALER

Factory Blended with Water, Aggregate  
and Polymer Additive

**SMT-112**

REVISED 08/18/17

### PRODUCT DESCRIPTION & BENEFITS

MasterSeal E-Z Stir Pavement Sealer is a clay-stabilized, asphalt emulsion pavement sealer designed to protect and beautify asphalt pavement. MasterSeal E-Z Stir is a ready to apply material that is factory blended with water, aggregate and polymer, providing a highly durable slip-resistant coating. MasterSeal E-Z Stir Pavement Sealer meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

### USES

MasterSeal E-Z Stir is ideal for protecting and beautifying all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

### ESTIMATING MATERIAL REQUIREMENTS

One gallon of MasterSeal E-Z Stir will cover approximately 70 - 82 square feet per gallon per coat (7.75 - 9.1 square yards per gallon per coat).

### APPLICATION RATE

Apply MasterSeal E-Z Stir at a rate of 70 - 82 square feet per gallon per coat (7.75 - 9.1 square yards per gallon per coat). Application rates may vary due to pavement porosity and method of application.

### PERFORMANCE CHARACTERISTICS

Table 1 - Physical Properties Of Masterseal E-Z Stir		
ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	> 450° F
D562	Viscosity using a Stormer-Type Viscometer	65-110 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination

D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 5 g/ft² Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	10-11 lbs./gal
D2939-8	Residue by Evaporation, %	45-65%
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F. Firm in 24 hrs.,	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-10	Ash Content of Residue, %	60-68%
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibilty- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	35-55%
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than one-tenth of 1% (< .10%)

### SURFACE PREPARATIONS

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold or Hot-Applied Crack Filling Materials. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

### APPLICATION EQUIPMENT

MasterSeal E-Z Stir shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of MasterSeal E-Z Stir into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

### MIXING PROCEDURES

Mix MasterSeal E-Z Stir thoroughly before



## **MASTERSEAL E-Z STIR PAVEMENT SEALER**

*Factory Blended with Water, Aggregate  
and Polymer Additive*

**SMT-112**

REVISED 08/18/17

applying. If needed, a small amount of water may be added to facilitate application.

### **APPLICATION PROCEDURES**

For optimum performance and durability apply a minimum of two coats of MasterSeal E-Z Stir. A third coat may be applied to high traffic areas such as parking lot entrances, exits and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat to dry for 24 hours prior to opening to vehicle traffic.

### **APPLICATION WEATHER CONDITIONS**

MasterSeal E-Z Stir shall not be applied when temperature is expected to drop below 50° F during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast within 12 hours.

### **LINE STRIPING AND TRAFFIC MARKINGS**

Use SealMaster Traffic Paints for line striping and traffic markings.

### **PACKAGING AND AVAILABILITY**

MasterSeal E-Z Stir is available for plant pick up or bulk tanker load quantities. MasterSeal E-Z Stir is supported by a national network of SealMaster manufacturing and distribution facilities along with a national network of qualified applicators.

### **WARRANTY AND DISCLAIMER**

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



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# ***WORK ZONE TRAFFIC MANAGEMENT PLAN***

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

## **2.0 Traffic Management Schedule**

**2.1** Traffic management schedules shall be submitted to the engineer for review at or before the preconstruction meeting and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours. Any closures on MoDOT routes must be approved prior to closure by MoDOT. The notification of any lane closure is the responsibility of the contractor and the cancellation of lane closures is the responsibility of the City.

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

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

**2.5** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 8 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

## **3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 3:00 p.m. on the last working day preceding the holiday until 7:00 a.m. on the first working day subsequent to the holiday.

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

**3.3** Working hours for evening, weekends and holidays will be determined by the engineer.

#### **4.0 Detours and Lane Closures.**

**4.1** At least one lane of traffic shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

**4.2** Temporary daytime closures of one lane will be permitted provided adequate warning signs and flagmen to safely control traffic during construction are in place. Operations will be immediately suspended should traffic restrictions be attempted on the existing roadway without the necessary flagmen being in place and properly equipped. No further payment will be made on the project until the Contractor has provided to the City sufficient proof that proper flagging procedures will be followed during any future operations requiring it.

**4.2.1** On multi-lane pavements, lane closures will be permitted through the usage of flashing arrow panels, signage, and channelizers in lieu of flagman. A comprehensive lane closure plan, following the requirements spelled out in the Manual for Uniform Traffic Control Devices (MUTCD), must be submitted for approval prior to any lane closure. Arrow panels must be in good working order and all signs and channelizers must be clean and in generally good condition.

**4.3** In addition, the Contractor is hereby advised that regular (no less than twice weekly) checks of the traffic control devices placed under this contract shall be conducted. The Contractor shall take immediate action to correct any devices found to be missing, out of place, or in need of repair or cleaning. Failure to correct any deficiency, whether found by the Contractor or as notified by the City, will result in the withholding of payment from the Contractor's invoice until such time the corrections are made and the devices are in place according to the original plan, or any approved modification thereof.

**5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, in the work zone traffic management plan.

# ***CONTRACT AGREEMENT***

## ***2025 ASPHALT TRAIL SEALING***

### ***JIM HENNESSEY TRAIL***

#### ***IN COTTLEVILLE, MISSOURI***

This Contract Agreement (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between

\_\_\_\_\_ (hereinafter called the “Contractor”), and the City of Cottleville, a Missouri municipal corporation (hereinafter called the “City”). All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).

#### ***RECITALS***

A. In response to an Invitation for Formal Bids from the City for Concrete Street Slabs Removal and Replacement (the “Project”), the Contractor has submitted a certain bid to perform the work (as described in Article 1) (the “Bid”).

B. After due consideration, the City has accepted the Bid of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Services in accordance with the Contract Documents (as defined in Article 6) and the City shall pay the Contractor as hereinafter specified.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

#### ***ARTICLE 1. SCOPE OF THE WORK:***

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents (as defined in Article 6 below), all of the work described in the Contract Documents. Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus necessary to perform the work, and to do all the things necessary for the proper completion of the work. All work shall be performed in conformance with all applicable ordinances of the City, laws of the State of Missouri, federal laws, and all rules and regulations thereunder.

## ***ARTICLE 2. TIME OF COMPLETION:***

The Contractor shall commence work following a written notice-to-proceed from the City to begin work and shall fully complete all work under this contract prior to March 31, 2026. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred (\$300.00) dollars per day for each calendar day until the job is completed, accepted, and approved by the City.

## ***ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:***

The City shall pay the contractor for all work done based on final computations for all work acceptably completed according to this Agreement, at the unit price shown in the Bid for the quantity actually installed. The Contractor shall submit to the City all invoices complete with necessary supporting documentation and lien waivers. The City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the work. Invoices shall be submitted no more than once per month except for the final payment. Payment Terms: net 30 days. Remit Address: City Clerk, City of Cottleville, 5490 Fifth Street, Cottleville, MO 63304. A 5% retainage will be held from all invoices submitted to the City for payment until the final lien waivers and other close out paperwork are furnished to the City. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.

## ***ARTICLE 4. GUARANTEE:***

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

## ***ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:***

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

based on line items provided in the Agreement, including any charges for extra work ordered and properly chargeable and/or deductible under this Agreement.

#### ***ARTICLE 6. THE CONTRACT DOCUMENTS:***

The Invitation for Bids, Information for Bidders, Wage Rates, Bid, and Specifications, and all Exhibits and duly-issued modifications thereto, together with this Agreement form the Contract Documents. The St. Charles County Standard Specifications for Arterial Highway Construction, 2020 is a part of this Agreement as fully as if hereto attached. Whenever any provision of the Contract Documents conflict, the provision most advantageous to the City shall govern.

#### ***ARTICLE 7. RATES OF PAY:***

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

#### ***ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:***

Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2, RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration (“OSHA”) construction safety program for Contractor’s 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 (“MoDOLIR”) which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2, RSMo., to such subcontractors’ on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the required construction safety training. MoDOLIR shall investigate any claim of violation of Section 292.675, RSMo. Upon City’s receipt of notification from MoDOLIR of violations of 292.675, RSMo., by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the Agreement all sums and amounts due

and owing to the City as a result of any violation of Section 292.675, RSMo. All words in this Article shall have the meaning as provided in Section 292.675.1, RSMo.

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

##### **Examination of Records**

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

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

#### ***ARTICLE 10. INDEPENDENT CONTRACTOR:***

The Contractor shall be and operate as an independent Contractor in the performance of the work. The Contractor shall have complete charge of the personnel engaged in the performance of the work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

#### ***ARTICLE 11. INDEMNIFICATION:***

To the fullest extent permitted by law, the Contractor agrees to defend with counsel approved by the City, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, death, damage to or destruction of property, money damages, trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Agreement or out of services or products provided by the Contractor or its subcontractors under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

In any and all claims against the City, its officers, engineers, representatives, agents and employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

***ARTICLE 12. OTHER REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS BY THE CONTRACTOR:***

The Contractor represents and warrants that the Contractor has been engaged in such work as is required under the Contract Documents and that the Contractor has sufficient expertise, knowledge, information and data, and engages sufficient personnel, to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

***ARTICLE 13. AMENDMENT; WAIVER:***

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

***ARTICLE 14. ATTORNEY FEES' AND COSTS:***

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

***ARTICLE 15. TERMINATION:***

The City shall have the right to terminate this Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under this Agreement an amount equal to the cost of all work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor for such work. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of



termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the work under this Agreement.

#### ***ARTICLE 16. COMPLIANCE WITH STATE IMMIGRATION STATUTES:***

As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Contractor shall also sign an Affidavit of Participation in Federal Work Authorization Program, in substantially the form included in the Invitation for Formal Bids, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this Article shall have the definitions as provided in Section 285.525 RSMo. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

#### ***ARTICLE 17. SUBCONTRACTS:***

The Contractor shall not subcontract any of the work to be performed by it hereunder without the express written consent of the City, except as provided herein. If the Contractor utilizes a subcontractor, the Contractor shall ensure that any agreement between Contractor and such subcontractor complies with all requirements imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Contractor.

If the Contractor submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Contractor of waivers of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Contractor warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015, RSMo., upon the receipt of such payment by the Contractor, will not be subject to a lien under 429.015, RSMo.

#### ***ARTICLE 18. OTHER CONTRACTORS:***

The City reserves the right to employ other Contractors in connection with the work to be performed under this Agreement.

***ARTICLE 19. GOVERNING/CHOICE OF LAW; JURISDICTION:***

This Agreement shall be governed by, construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri, or the U.S. District Court for the Eastern District of Missouri.

***ARTICLE 20. HEADINGS:***

The headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

***ARTICLE 21. REPRESENTATIONS:***

Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

***ARTICLE 22. SEVERABILITY:***

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

***ARTICLE 23. COUNTERPARTS:***

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR: \_\_\_\_\_ CITY OF COTTLEVILLE, MO

BY \_\_\_\_\_  
Michael Padela, City Administrator

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_ ATTEST \_\_\_\_\_  
Amy Lewis, City Clerk

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned \_\_\_\_\_

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

(firm

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

(partnership

contractor in the State of \_\_\_\_\_, and \_\_\_\_\_

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

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held and firmly bound unto the City of Cottleville, (hereinafter called the "City"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

lawful money of the United States, for the payment of which to be made unto said City, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said City for the construction of :

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

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

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

a) To the extension of time to the contractor in which to perform the contract

b) To changes in the plans, specifications, amount of work or contract.

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

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\*Line out the inapplicable designation.

Principal

(SEAL)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

BY

\_\_\_\_\_

**PAYMENT AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

Principal and Address

, as Principal, and \_\_\_\_\_,

\_\_\_\_\_

Surety and Address

as Surety, are held and firmly bond unto the City of Cottleville, Missouri, hereinafter called Obligee, in the amount of \$ \_\_\_\_\_, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for \_\_\_\_\_

describe briefly

\_\_\_\_\_ ; and

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

PRINCIPAL

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

SURETY