

**SPECIFICATIONS
FOR
PARKING LOT IMPROVEMENTS
AT
ROYAL OAKS PARK/ WARSON WOODS SWIM CLUB (POOL)**

THE CITY OF WARSON WOODS

September 2016

INVITATION TO BIDDERS

Sealed bids for the completion of the Parking Lot Improvements will be received by the City of Warson Woods, St. Louis County, Missouri, at the Office of the City, 10015 Manchester Road, at **10:00 A.M.** on **Tuesday, October 4, 2016**. Bids received after said time will be returned unopened. The bids will be publicly read aloud at that time at the Warson Woods City Hall, 10015 Manchester Road. A pre-construction meeting will be held on Tuesday, October 11, 2016 at 10 a.m., Warson Woods City Hall. We expect to issue Notice to Proceed at that time or shortly thereafter, upon receipt of all contract documents.

Copies of the plans and specifications and can be downloaded from the City's Website at www.warsonwoods.com starting **Tuesday, September 20, 2016** .

A complete copy of the bid plans and specifications are also available at online plan rooms (e.g., www.dodge.construction.com/reports). Any associated fees with downloading documents, if required, are the responsibility of the Contractor.

This project consists of the removal and replacement of asphalt pavement of the parking lot at the Royal Oaks Park/ Pool along with other items listed in the scope of work. Cost provided shall include all costs associated with completing the work as outlined.

No bid may be withdrawn within sixty (60) days after the scheduled closing time for receipt of bids. The City of Warson Woods, Missouri, reserves the right to reject any and all bids, to waive any irregularities or informalities in the bid and accept the bid most advantageous to the City.

Bids shall be sealed in an envelope clearly marked, "Royal Oaks Park/Pool Parking Lot Improvements", the date and include the name, address and phone number of the bidding party.

A bid bond of five percent (5%) of the amount of bid shall accompany the bid documents.

Wages paid to all workers shall comply with the wage rates established by the Missouri Department of Labor Standards as detailed in Annual Wage Order No. 23 for St. Louis County, Missouri.

The City of Warson Woods is an Equal Employment Opportunity Employer, and, as such, supports equal employment opportunity in the workplace.

There is no DBE requirement for this project.

INFORMATION FOR BIDDERS

1. Definition:

Owner: City of Warson Woods, Missouri
Engineer: Kuhlmann *design* Group, Inc.

Contract Documents:

The Contract Documents shall consist of the following:

Invitation to Bidders
Information for Bidders
General Conditions
Technical Specifications
Description of Work
Price Proposal
Unit Price Extension Sheet
City-Contractor Agreement
Addendum (if any)
Affidavit of Participation in Federal Work Authorization Program
Verification of Proof of Citizenship
Bid Bond
Performance Bond
Payment Bond (if applicable)

Specifications:

St. Louis County Standard Specifications for Highway Construction, St. Louis County Department of Highways and Traffic (July 1, 2016).

Standard Construction Specifications for Sewer and Drainage Facilities, Metropolitan St. Louis Sewer District (2009).

Missouri Division of Labor Standards, Annual Wage Order No. 23

Warson Woods Royal Oaks Park/Pool - Scope of Work – Parking Lot Repaving

C1-01 - Pavement Marking Plan

2. Preparation of Bids:

Bids shall be made upon the forms which are furnished by the Owner. The bidder shall sign his bid in the blank space provided there for. A copy of the proposal form is included herein. Contractor shall include the Price Proposal and Unit Price Extension Sheet with the Bid, along with other forms and documents requested herein.

3. Qualification of Bidders:

Bidders shall be required to submit the following information concerning their qualifications:

- a. Annual volume of work to the nearest \$100,000 for the past three (3) years.
- b. A list of four (4) projects similar in nature to this work completed within the past four (4) years.
- c. A representative from the user agency for each of the projects in Item b., who can be contacted by the City of Warson Woods to discuss the quality of work.

In addition, the Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. It shall include also, if requested, a detailed list of the material and equipment which the bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program of the work he proposes to follow. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

4. Bid Security:

Each bid must be accompanied by a deposit of not less than five percent (5%) of the amount of gross such named in the bid. The deposit shall consist of a certified check, cashier's check or bid bond payable to the City of Warson Woods. Within three (3) days after the formal opening of bids, checks or bid bonds will be returned except those deposited by the three (3) lowest and/or most advantageous formal bidders which, with the exception of the bid security of the successful bidder, will be returned within three (3) days after the execution of the contract between the successful bidder and the City of Warson Woods. The bid security of the successful bidder will be returned to him without interest when the contract has been approved and executed.

5. Conditions of the Work:

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed and will be presumed to have inspected the site and to have read and be thoroughly familiar with the Description of work, plans and other Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

6. Withdrawal of Bids:

Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

7. Award of Contract:

The City intends to award the contract and issue Notice to Proceed within two weeks of the Bid Date. The contractor shall have all needed documents and signatures to the City of Warson Woods on or before Tuesday, October 11, 2016

If, within 5 days after he has received notice of acceptance of his bid, the successful bidder shall refuse or neglect to come to the office of the City Engineer and to execute the contract and to furnish the required Contractor's bond and Certificate of Insurance, properly signed by the Contractor and the surety or sureties satisfactory to the Owner as hereinafter provided, the bidder shall be deemed to be in default and shall forfeit his deposit.

8. Performance and Payment Bonds:

A performance bond payable to the City of Warson Woods, Missouri, in the amount of 100% of the bid will be required before the contract is approved and executed. For all public works projects the cost of which is estimated to exceed fifty thousand dollars (\$50,000), Contractor shall furnish a payment bond payable to the City of Warson Woods, Missouri, in the amount of 100% of the bid before the contract is approved and executed.

9. Right to Accept and Reject Bids:

The right to reject any and all bids and to waive any informalities in the bid or to accept the one that in the judgment of the Owner will be for the best interest of the City of Warson Woods, is expressly reserved by the Owner.

10. Insurance:

The Contractor will be required to furnish public liability and property damage insurance in amounts as specified in the General Conditions, such coverage to name the City of Warson Woods, Missouri, in addition to the Contractor, so that the City of Warson Woods is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor or the City.

11. Time of Completion:

The construction and facilities as required under this contract shall be completed and operable not later than **thirty (30)** calendar days after the Contractor has received written notice from the Owner to proceed with the work, unless additional time shall be granted in accordance with the terms of the contract.

12. Deductions for Not Completing on Time:

If the contract work is not fully completed according to the terms of this contract within the time limit herein stipulated, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, a sum equal to One Hundred Dollars (\$100.00) for each calendar day elapsing between the expiration of such limit plus such extensions as may be necessary to cover contingencies beyond the Contractor's control and the date of full completion.

13. Check of Work and Specifications by Contractor:

The Contractor shall read thoroughly the specifications and study the work description to assure himself that no discrepancies exist between the plans, specifications and field conditions. Should such discrepancies exist, the Engineer should be notified at least 48 hours prior to submission of proposal. The Contractor shall not be permitted to use to his advantage any omission or error in the plans or contract documents. The Engineer retains the right to issue new instructions for such error or omission and the Contractor shall carry out such instructions as if originally specified.

14. Interpretation of Contract Documents:

If the bidder has any questions which arise concerning the true meaning or intent of the work, specifications or any part thereof which affect the cost, quality, quantity or character of the project, he shall request, in writing, no later than four (4) days before bids are due, that an interpretation be made and an addendum issued by the Engineer.

15. Intent of Plans and Specifications:

The general intent of the plans and specifications is to supplement one another and not necessarily to duplicate one another so as to produce one complete set of plans and specifications. Any work exhibited in one and not the other shall be interpreted as though set forth in both.

16. Prevailing Wage Rates:

The Contractor further agrees to comply in all respects with Section 290.210 through 290.340, as amended, Revised Statutes of Missouri, 1969 and shall pay to all workmen performing work under this contract, not less than the prevailing hourly rate of wages as determined by the Division of Labor Standards of the State of Missouri.

The City shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the Prevailing Wage Law.

Each month, the Contractor shall submit certified copies of their current payrolls to the City. The City, upon receipt of the payrolls on the project, will keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the Contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

The general prevailing hourly rates for this area and project are as shown on the attached wage rate schedules for the crafts listed therein.

Contractors and subcontractors shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the construction. On projects for which

no field office is needed or established, the Contractor/subcontractor may post the prevailing hourly rates of wages at the Contractor's/subcontractor's local office, so long as the Contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the project as provided by law.

The Contractor shall forfeit, as a penalty, to the City the sum of Ten Dollars (\$10.00) for each workman employed by the Contractor, or by any Sub-contractor under Contractor, for each working day, or portion thereof, that such workman is paid less than the prevailing hourly rate of wages for work performed under this contract as such rate has been determined by the Division of Labor Standards of the State of Missouri.

Before final payment is made, the Contractor must file an Affidavit stating he has fully complied with the Prevailing Wage Law.

17. Construction Hours:

Weekdays	7:00 a.m. – 5:00 p.m.
Saturdays	8:00 a.m. – 5:00 p.m.(With prior City Approval.)
Holidays	No Work

Except in areas adjacent to Rohan Woods or St. Genevieve Du Bois Schools, where work shall be performed between the hours of 9:00 a.m. and 2:00 p.m. on school days. Contractor shall be responsible for verifying school calendar, and avoiding drop-off and pick-up hours to minimize disturbance to school traffic.

18. Payments:

So long as the work herein contracted for is prosecuted in accordance with the provisions of this contract, the Contractor may, on or about the first day of each month, submit to the City an estimate of the proportionate value of the work done at the site of the work, up to and including the last day of the previous month. The amount of said estimate, after deducting 10% and all previous payments, shall be due and payable to the Contractor on or about the twenty-second (22nd) day of the current month.

Each Contractor and subcontractor shall file with the City, upon completion of the project and prior to final payment there for, an affidavit stating he has fully complied with the provisions and requirements of the Prevailing Wage Law, and the City shall not be authorized to make final payment until such affidavit is filed therewith in proper form and order.

Upon completion of the work, receipt of the Compliance with the Prevailing Wage Law Affidavit and measurement and acceptance by the Owner and Engineer, final payment will be made. This payment will be made on the basis of the total bid obtained by summing the extended unit prices times quantities actually installed as shown in the contract.

Payment for all work shown on the plans and/or required by the specifications shall be made at the extended unit prices bid as discussed above and shown in the City-Contractor Agreement. Payment for significant quantities of additional work or deduction for work deleted, as requested by written change order, shall be made at the unit price bid for each of the various pay items.

19. Rights of Way:

The work will be performed in public rights-of-way. No easements are being acquired by the Owner.

20. Approximate Quantities:

Bids will be compared on the basis of number of units stated in the Bidding Schedule set forth in the Proposal. Such estimated quantities, while made from the best information available, are approximate only. Payment on the contract on unit price items will be based on the actual number of units installed on the completed work.

21. Pre-Construction Conference:

A pre-construction conference will be held at **10:00 a.m. on Tuesday, October 11, 2016** at Warson Woods City Hall. The City intends to award the contract and issue Notice to Proceed within one week of the Bid Date. The contractor shall have all necessary documents and signatures completed by the date of the Pre-Construction Conference.

22. Unit Prices:

In order that the City of Warson Woods may be able to take advantage of their tax-exempt status, the bidder shall not include any sales taxes.

23. Supervisory:

The contractor shall name a project superintendent, for approval by the City, to be assigned to the project full-time from the start to the finish. He shall be responsible for directing the work of all contractors (general and sub-contractors) on the project. Said superintendent shall not be removed or replaced without prior approval by the City. He shall be authorized to represent the Contractor in all aspects of the job.

24. Traffic Control:

It is the intention of the Owner to keep one lane of traffic open at all times. It is the responsibility of the Contractor to give twenty-four (24) hours notice to the Glendale Fire Department and Warson Woods Police Department before closing any street. The Contractor may request a street be closed to traffic, in writing to the Owner, if special conditions exist.

25. OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program,

pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

26. WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

27. Proof of Lawful Presence:

Section 208.009 RSMo., requires that all applicants at the time of application for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3

POLICY ON PURCHASE OF AMERICAN PRODUCTS

WHEREAS, the Missouri General Assembly has adopted Senate Bill 74 that requires municipalities to purchase goods manufactured, assembled or produced in the United States unless the purchase of American goods would increase the cost by more than 10%; and

WHEREAS, Senate Bill 74 provides an exemption for any municipality in which the chief executive certifies in writing that the municipality has adopted a formal written policy to encourage the purchase of products manufactured, assembled or produced in the United States:

NOW, THEREFORE, BE IT RESOLVED that the City of Warson Woods wishes to be exempt from the provisions of Senate Bill 74 by adopting the following policy on the purchase of American goods:

On purchases in excess of \$2,000.00, purchasing officers are encouraged to select products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

This purchasing policy is effective August 18, 1987.

Kathy Mahany, CMC/MRCC
City Clerk

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Work Description and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the Contract Documents, the following terms shall have the meanings both the singular and plural thereof.

1.2 **ADDENDA**--Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Work Description and Specifications, by additions, deletions, clarifications or corrections.

1.3 **BID**--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 **BIDDER**--Any person, firm or corporation submitting a Bid for the Work.

1.5 **BONDS**--Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

1.6 **CHANGE ORDER**--A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract price or Contract time.

1.7 **CONTRACT DOCUMENTS**--The Contract subscribed to includes the Invitation to Bidders, Information for Bidders, Price Proposal, City-Contractor Agreement, General Conditions, Technical Specifications, St. Louis County Standard Specifications for Highway Construction, Standard Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District and the Work Description.

- 1.8 **CONTRACT PRICE**--The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 **CONTRACT TIME**--The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 **CONTRACTOR**--The person, firm or corporation with whom the Owner has executed the , City-Contractor Agreement.
- 1.11 **DRAWINGS**--The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 **ENGINEER**--During the life of this Contract, the Owner may employ more than one "Engineer". Where Engineer is used herein, it shall mean the City Engineer charged with Contract administration. I n any case, the Engineer is the firm or individual acting as the duly authorized agent of the Owner with duties limited to those entrusted to them.
- 1.13 **FIELD ORDER**--A written order effecting a change in the Work not involving an adjustment in the Contract price or an extension of the Contract time, issued by the Engineer to the Contractor during construction.
- 1.14 **NOTICE OF AWARD**--The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.15 **NOTICE TO PROCEED**--Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 **OWNER**--The City of Warson Woods.
- 1.17 **PROJECT**--The undertaking to be performed as provided in the Contract Documents.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE**--The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- 1.19 **SHOP DRAWINGS**--All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 **SPECIFICATIONS**--A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUB-CONTRACTOR**--An individual, firm or corporation having a direct Contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site.

1.22 **SUBSTANTIAL COMPLETION**--That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.

1.23 **SUPPLEMENTAL GENERAL CONDITIONS**--Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents or such requirements that may be imposed by applicable state laws.

1.24 **SUPPLIER**--Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.

1.25 **WORK**--All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the Project.

1.26 **WRITTEN NOTICE**--Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid, addressed as follows:

If notice to the Owner

City Engineer
City of Warson Woods
10015 Manchester Road
Warson Woods, MO 63122

If notice to the Contractor

The Contractor's name and address as shown in his proposal

Notice may also be given by hand delivery at the above addresses or to the authorized representative of the above-named parties at the work site and, if requested, a receipt will be given therefor by the addressee.

1.27 **DAYS**--Except where otherwise specifically provided in the Contract Documents, calendar days include Sundays and holidays.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. **SCHEDULES, REPORTS AND RECORDS**

3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to receiving a Notice to Proceed, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required;

3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

3.4 If the contract work is not started on the scheduled date, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, a sum equal to (\$500.00) for each calendar day that the project is delayed in starting less such extensions as may be necessary to cover contingencies beyond the contractor's control.

4. WORK DESCRIPTION AND SPECIFICATIONS

4.1 The intent of the Work Description and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

5. SHOP DRAWINGS

5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

5.4 The Contractor shall, as part of the performance of his Contract, submit for the approval of the Owner, with due regard for the sequence in which such information will be required

for construction, detailed Drawings and Specifications. Such requirement will apply to such items which, in the judgment of the Owner, are of such complexity or detail as to require Shop Drawings for proper manufacture or installation; and any other equipment or materials for which drawings are called for by the Technical Specifications together with instruction books, maintenance manuals and spare parts manuals as required.

5.4.1 It is the Contractor's responsibility to check and to make such field measurements as are necessary and to base his Drawings on actual conditions to assure proper connections, fit, functioning and performance of all work and equipment involved in the execution of the work of this Contract. Drawings, Specifications and/or catalog pages should be clear and complete enough to enable the Owner to determine that materials proposed to be furnished conform to Specification requirements and that equipment to be delivered to the site are actually those approved.

5.4.2 Copies of contract Drawings will not be considered sufficient for submission as Contractor's Drawings. Catalog numbers alone of materials or equipment will not suffice. Drawings must be in sufficient detail to establish conformance with the Specifications as to materials, finish space requirements and other pertinent details. Samples of materials shall be furnished where called for in the Technical Specifications.

5.4.3 A form letter of transmittal consisting of an original and three (3) copies shall accompany each submittal. Each submittal shall deal with only one Part Number or section of the Technical Specifications and shall be identified by Part or Section Number and Contract Number.

5.4.4 Upon review, two (2) copies will be returned to the prime Contractor and will be stamped "APPROVED", "APPROVED AS NOTED" or "DISAPPROVED" as defined in the following paragraphs. Any corrections or notations added to the Shop Drawings will be made in ink and not in pencil.

5.4.5 When it is ascertained that data submitted complies with the provisions and intent of the Contract Specifications, Contract Drawings and Contract Documents, the copy shall be signed and stamped "APPROVED".

5.4.6 In some instances, corrections to dimensions and notations of a minor nature may be made. In such instances, two (2) copies of the submittal will be signed and stamped "APPROVED AS NOTED" with corrections and notations shown in ink and returned to the Prime Contractor. Shop Drawings and associated data which have been placed in this category do not need to be resubmitted by the Contractor before Work can proceed on the job site. When data submitted does not meet the requirements of the Contract Drawings and/or Specifications, two (2) copies of the submittal will be signed and stamped "DISAPPROVED" and returned to the Prime Contractor. Another submittal must be made. An explanation of why the material or equipment has been rejected will be noted on the transmittal letter.

5.4.7 The Contractor shall make all indicated corrections on submittals returned "DISAPPROVED" and shall make such resubmittals as required of corrected or new Drawings until final approval is obtained. Shop Drawings submitted and containing numerous errors indicating lack of prior checking by the Contractor will not be reviewed but returned.

5.4.8 At such time as the Contractor receives final approval of a submittal, the Contractor can forward the number of copies he desires to be returned for his use for affixing of the "APPROVED" stamp. All Shop Drawings and associated data used in the field must bear this stamp.

5.4.9 Electronic submittals of shop drawings will be accepted by email or electronic transfer and will be returned electronically as well.

6. MATERIALS, SERVICES AND FACILITIES

6.1 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.2 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.3 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

6.4 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Sub-contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.5 The storage of equipment or materials on public or private pavements which may stain or damage pavements is prohibited.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 The Owner or the Engineer may conduct any verification test they deem necessary or desirable.

7.3 The Contractor shall provide, at his own expense, all testing and inspection services, equipment and materials necessary for the proportioning and design of concrete mixes as well as all required testing during the construction process.

7.3.1 It is intended that these tests and inspections be performed by an independent testing laboratory or testing/inspection service. The Owner and the Engineer must approve the person(s) or firms providing this independent service prior to initiation of testing.

7.3.2 The Contractor shall notify the Owner forty-eight (48) hours prior to performance of any test or gathering of material for any testing such that the Owner or its duly authorized agent may be present to observe any test or material collection procedure.

7.4 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.6 The Owner and his representatives will at all times have access to the Work. In addition, authorized representatives from the Metropolitan St. Louis Sewer District and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

7.7 If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

7.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is reference for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without change in the Contractor Price or Contract Time.

9. PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall indemnify, defend and save harmless the Owner and the Engineer from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses resulting from delay which may in any way come against or be incurred by the Owner, or the Engineer by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the Work under this Contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner or the Engineer involving any such patent right, then the Owner shall have the right without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

10. SURVEYS, PERMITS, REGULATIONS

10.1 This section left blank.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. This shall include by way of illustration, but not limitation: construction permits, building permits, blasting permits, construction entrance permits, hauling permits, burning permits, landscaping permits, City Business license and associated bond, etc. Land acquisition and easements necessary for permanent structures or permanent changes to existing facilities shall be secured and paid for by the Owner. The Contractor shall give notice and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contractor Documents are at variance therewith, he shall promptly notify the Owner and the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structure and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor and all Subcontractors and material men shall not require the laborers or mechanics employed in the performance of the Contract to Work under conditions which are unsanitary, hazardous or dangerous to their health or safety. The Contractor and Subcontractor shall comply with the Department of Labor Safety and Health Regulations

under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) and as such may be amended. These regulations are administered by the Department of Labor and the Contractor shall cooperate with and allow access to the Department in such administration of the law, The Contractor shall be held responsible for all accidents resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or inferior materials used. The Contractor shall employ at all times as many watchmen as are needed, and, when necessary, shall erect and maintain on the Work such strong and suitable barriers and at night time such amber lights, as will effectually prevent any accident to life, limb or property in consequence of said Work, or in the use or occupancy of any waterway, street, alley, highway or public or private grounds. All loss or damage to the Work arising from fires, floods, storms, or other natural causes or from any detention, obstruction or other difficulties which may be encountered in the prosecution of the Work shall be borne by the Contractor.

All construction sites will be protected by amber lighted barrels and/or barricades.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant Changes in the Work or deviations from the Contractor Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

11.4 The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the prosecution of the Work herein contemplated. He shall replace, repair or otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof. In the event the Contractor does not perform his obligations under the preceding paragraph, the Owner reserves the right at its election to make good any damage to public or private property caused by the Work of the Contractor and the cost thereof shall be borne by the Contractor. In the event the Contractor refuses or fails to pay bills therefor upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

11.5 The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the Work and the manner of providing for such contingencies and for carrying on the Work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense. The Contractor assumes all risk of damage to or destruction of the Work covered by the Contractor Documents until the Work is completed and accepted by the Owner and shall repair or replace at his own expense any Work damaged or destroyed prior to such completion and acceptance regardless of cause.

11.6 The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives. The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage or use of any explosives.

12. SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13. CHANGES IN THE WORK

13.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the City-Contractor Agreement. If such changes increase or decrease the amount due under the Contractor Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. The Owner and the Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible.

13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any Changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contractor Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contractor Price or Time within seven (7) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

13.3 Additionally, the Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price or the Contract Time. The Owner and the Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directed Change. As the Changed Work is performed, the Contractor shall submit its costs for such work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Contractor fifty percent (50%) of its estimated cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount.

14. CHANGES IN CONTRACT PRICE

14.1 The Contractor Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contractor Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the Time for completion of the Work are essential conditions of the Contractor Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the BID for each calendar day that the Contractor shall be in default after the time stipulated in the Contractor Documents.

15.4 The Contractor shall not be entitled to any extension of time for completion of the Work as herein above specified unless the Contractor, within ten (10) days from the beginning of any delay, notifies the Owner and the Engineer in writing of such delay arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Sub-Contractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Sub-Contractors; and that the Work cannot be completed by the Contractor within the time specified solely by reason of such causes.

15.4.1 The Engineer shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional sums, if any, for completion of the Work which conditions justify.

15.5 The completion of the Work included under the Contractor Documents is defined for purposes of determining liquidated damages, as that stage when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purpose intended. After this date, there may still remain some grading, cleaning up, or other minor Work which is not immediately required for the operation of the new facilities.

15.6 If the Contractor fails to comply with the provisions of the Contract Documents, he shall pay the Owner, not as a penalty, but as liquidated damages, a sum equal to One Hundred

Dollars (\$100.00) for each day of such failure to comply for each and every violation unless otherwise specified.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contractor Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contractor Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 The Contractor shall make such investigations of conditions above or below the surface of the ground as he may deem necessary for the proper and timely performance of his Work, including but not limited to the making of borings. No oral representations by any persons inspecting such conditions shall in any manner be binding upon the Owner or the Engineer.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contractor Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Sub-Contractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or order of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contractor Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contractor Price exceeds the direct and indirect costs of completing the Project,

including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from compliance with the Contractor Documents.

18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contractor Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

18.6 A delay in any part of the work or in the final completion of the project caused by the City or its Engineer shall not void the provisions of the Contract as to liquidated damages. Any such delay by the City or its Engineer will be compensated for solely by the extension of Contract time. In no circumstance will the Contractor be entitled to an increase in the Contract Price due to delays caused by the City or Engineer.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter

case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contractor Documents. The Owner at any time, however, after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five percent (5%) on the current and remaining estimates. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contractor Documents, payment may be made in full, including retained percentages less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contractor Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

19.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract

Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

19.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

19.8 No certificate for payment or payment made under this Contract except the final certificate of final payment, shall be evidence of the performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of defective Work or improper materials.

19.9 In addition to other remedies available to the Owner hereunder, in all cases of non-payment by the Contractor or a Sub-Contractor of any sums of money due for labor, materials, supplies, equipment or other items in performing under this Contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a Sub-Contractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim. Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to the amount as specified herein a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his Sub-Contractors for just claims for labor or materials furnished in and about the Contractor to make proper payments to his Sub-Contractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor. Final payment or any part of the retained percentage shall not become due until the Contractor shall deliver to the Owner, a complete waiver or release by himself and his Sub-Contractors and others of all liens and claims arising out of the Work, or receipts in full in lieu thereof and if required, an affidavit that so far as he has knowledge of information the releases and receipts include all the labor and materials for which a lien could be filed.

19.10 With each invoice, the Contractor shall submit partial lien waivers by himself and his Sub-Contractors. Full lien waivers shall be submitted prior to final acceptance.

19.11 With each invoice, the Contractor shall submit certified payroll records, including all Sub-Contractors, in accordance with the Prevailing Wage Law.

20. **ACCEPTANCE**

20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall

not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. **INSURANCE**

21.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall take out, pay for and maintain through the duration of this Contract policies of insurance as described herein. The cost of such insurance shall be included in the bid and no additional payment will be made therefor. Insurance shall be provided by companies licensed to do business in the State of Missouri and acceptable to the Owner. The Contractor shall provide properly executed policies or certificates evidencing the issuance of the insurance policies required and each such certificate or policy shall bear an endorsement precluding cancellation or change in coverage without at least thirty (30) days prior notice to the Owner:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 The amounts of coverage required for general liability or property damage shall not be construed to limit the liability of the Contractor in protecting the Owner from damage or injury claims. If the Owner determines that unusual or special risks revealed by the Work so required, the Owner shall have the right to require the Contractor to increase the amount of any or all such insurance policy limits while the Work is in progress and in such amounts as the Owner shall determine to be adequate and without thereby limiting the liability of the Contractor in protecting the Owner from such claims.

21.3 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as hereinafter specified:

21.3.1 The Contractor shall not commence Work under this Contract until he has (1) obtained all insurance required under this paragraph, (2) provided the Owner with a Certificate of Insurance, (3) shown the Owner as coinsured on the Certificate of Insurance, (4) such insurance has been approved by the Owner. No Sub-Contractor shall commence Work until a Certificate of Insurance, for coverage's required under this paragraph, has

been provided to the Owner and accepted by the Owner, and (5) submitted a schedule showing the order in which he proposes to carry on the work, including start and completion dates. This schedule must have been approved by the Owner.

21.3.2 The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the Project, and in case any Work is sublet, shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

21.3.3 The Contractor shall carry Workmen's Compensation and Employer's Liability Insurance as required by the laws where the Work is located.

21.3.4 The Contractor shall carry Commercial General Liability (including Products/Completed Operations; X, C, U; Contractual; Personal Injury; and Broad Form Property Damage).

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$410,185 per occurrence \$2,734,567 aggregate
Employer's Liability	\$410,185 bodily injury by accident (each accident) \$410,185 bodily injury by disease (each employee) \$2,734,567 bodily injury policy limit

The policy shall include and name the Owner as additional insured, as provided by endorsement form CG 2010 or substantially similar. The policy by endorsement will agree to indemnify and hold harmless the Owner for any loss, including legal and other expense, sustained by the Owner, resulting from bodily injury (including death) and damage to property caused by accident or resulting from the Work covered by this Contract.

21.3.5 Comprehensive Automobile Liability Insurance (owned, non-owned, hired).

Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	\$410,185 per occurrence \$2,734,567 aggregate
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21.3.6 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor and Sub-Contractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the Project.

21.4 Any Sub-Contractor of the Contractor shall be required to procure and maintain during the life of the Subcontract the insurance required of Contractor hereunder and comply with the provisions of this Article.

21.5 Contractual Liability Insurance. This insurance shall cover the liability assumed by the Contractor under the provisions of the Contract and specifically the requirements of Paragraph 24 - Indemnification, in the amounts stated in 21.3.2, 21.3.3, 21.3.4 and 21.3.5.

22. CONTRACT SECURITY

22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Missouri or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished as acceptable Bond to the Owner.

23. ASSIGNMENTS

23.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The Contractor and any Sub-Contractor shall indemnify and save harmless the Owner, Engineer and their agents or employees from all suits or actions of every name and description brought against the Owner or the Engineer on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the Project, or by or in consequence of any hazard, or any negligence by the Contractor or Sub-Contractor, his agents, employees or assigns in safeguarding it, or due to improper materials of the Contractor or Sub-Contractor, his employees, agents or assigns.

24.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any

Sub-Contractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

25. SEPARATE CONTRACTS

25.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

25.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

25.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The Contractor may utilize the services of specialty Sub-Contractors on those parts of the Work which, under normal contracting practices, are performed by specialty Sub-Contractors.

26.2 The Contractor shall not award Work to Sub-Contractor(s), in excess of fifty-five percent (55%) of the Contract Price, without prior written approval of the Owner.

26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Sub-Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Sub-Contractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Sub-Contractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

26.5 Nothing contained in this Contract shall create any contractual relation between any Sub-Contractor and the Owner.

27. ENGINEER'S AUTHORITY

27.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. TAXES

29.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the State of Missouri.

29.2 Sales Tax Exemption. In order to take advantage of their, sales tax exemption, the City of Warson Woods will provide a Project Exemption Certificate to the Contractor along with the City of Warson Woods, Missouri, tax exemption letter. Both of these items must be furnished to each material supplier by the Contractor.

TECHNICAL SPECIFICATIONS

WORK TO BE DONE

The work to be done under this contract consists generally of removal and replacement of bituminous parking lot pavement at Royal Oaks Park in the City of Warson Woods.

The work consists of furnishing all material, labor, tools, equipment and supervision necessary for the construction of the improvements and all appurtenances in accordance with all the requirements of these specifications and the drawings made a part thereof.

GENERAL PROVISIONS

This is a pavement improvement project, and will be built under the provisions of the St. Louis County Standard Specifications for Highway Construction of the St. Louis County Department of Highways and Traffic dated July 1, 2016, except as modified herein. Drainage facilities will conform to the provisions of the Standard Construction Specifications of the Metropolitan St. Louis Sewer District, dated 2009, except as modified herein.

Accompanying these specifications are drawings listed in the information for Bidders, which are to illustrate and to be a part of the specifications and the contract documents:

SPECIAL PROJECT PROVISIONS

1. Any general or specific item of work not covered in the bid, but necessary for completion of the project shall be considered as incidental to the other items as set forth herein, except work performed as changes in accordance with the General Conditions. Adjustment of manholes to grade is included and no additional payment for this work will be made.
2. All work shall be in accordance with the St. Louis County Standard Specifications for Highway Construction, July 1, 2016, or otherwise provided.
3. Verifications of the locations of underground utilities will be the responsibility of the Contractor.
4. All sewer adjustments, relocations and construction shall be performed by the Contractor and shall comply with Standard Construction Specifications for Sewer and Drainage Facilities by the Metropolitan St. Louis Sewer District, 2009.
5. Gas structures and public utility installations will be adjusted or relocated as necessary by the various public utility companies. Adjustment of utility and sewer facilities not normally provided by Adjustment of utility companies will be provided by the Contractor as necessary. All water service lines two inch inside diameter or less shall be relocated in accordance with St. Louis County Highways and Traffic Standard Specifications for Highway Construction Section 603.1. All existing house downspout drains near curbs shall be reinstalled to drain over or through the curb. No direct payment will be made for this item.

6. All concrete/ asphalt pavement and walks are to be sawcut at locations of removal prior to removal. Sawcuts shall be made as specified in the work description. Any irregular pavement adjacent to pavement to be removed shall be sawcut to insure a smooth joint when work is completed. No irregular or jagged joints will be accepted in or immediately adjacent to new pavement.

7. The Contractor shall at all times keep premises free from accumulations of waste material or rubbish caused by his employees or work. The Contractor shall thoroughly clean the street at the end of the work day with water to remove dirt and fines to produce a dust-free surface. Upon completion of the work, the Contractor shall remove all of his rubbish from and about the structures, buildings and premises, also all of his tools, equipment, scaffolding and surplus materials and shall leave his work clean, ready for use. In case of dispute or failure to comply with this Section, the Owner may remove the rubbish and surplus materials, clean streets, and charge cost of removals to the Contractor or separate Contractors, if any, in proportion to amounts determined by the Owner to be just.

8. Traffic Control:

A. Access to the parking lot shall be closed for construction while removal and pavement operations are on-going:

- (1.) Lot may be closed a maximum of 1 week for all operations cumulative.
- (2.) If the contractor will not be able to work for consecutive days the parking area must be accessible if possible.
- (3.) The parking area must be accessible on weekends. .

B. The Contractor shall notify the Owner in writing two (2) calendar days in advance of any closing. Said notice to include the four (4) working day period barring inclement weather.

C. All barricades, flasher signs and construction signs shall be provided and maintained by the Contractor as directed by the Owner and in general accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways". No separate payment will be made for these items.

10. Testing and Certifications:

A. Proportioning and design of mixes:

- (1.) Prepare design mixes for each type of pavement. Use an independent testing facility acceptable to the Engineer for preparing, testing and reporting on the proposed mix designs.
- (2.) Submit written reports to the Engineer of each proposed mix for each class of pavement at least seven (7) days prior to start of work. Do not begin production until mixes have been approved by the Engineer.

(3.) Adjustment to Concrete Mixes: Mix design adjustments may be requested by the Contractor when characteristics of materials, job condition, weather, test results or other circumstances warrant. Such adjustments shall be at no additional cost to the City of Warson Woods and shall be accepted by the Engineer. Laboratory test data for revised mix designs and strength results must be submitted to and accepted by the Engineer before using in the work.

(4.) Admixtures: Use air-entraining admixture in exterior exposed concrete. Add air-entraining admixture at the manufacturer's prescribed rate to result in concrete at the point of placement having the required air content of 4 to 7.5 percent.

B. Manufacturer's certification for specification compliance of all materials will be submitted by the Contractor.

C. Preparation of concrete cylinders and test work shall be included in this contract. Field and laboratory test work will be paid for by the Contractor. Prepare concrete cylinders, one (1) set of three (3) for each day of pour in excess of five (5) cubic yards and each one hundred-fifty (150) cubic yards per day.

11. Contractor shall provide to the Owner the names and phone numbers of responsible supervisory personnel for after-hours (evenings, weekends, holidays) contact.

12. Backfill, grading and seeding/mulching shall be completed within twenty-five (25) calendar days after five (5) day curing of the adjacent asphalt or concrete paving. Subgrade and crushed stone base shall be compacted to 95% maximum density. (Modified proctor)

13) Curbs are to be integral rolled curbs except where adjacent curbs are vertical. (Ward 1, Eastern portion of City) Vertical curbs shall be installed in these areas, approval of vertical curbs is required by the City Engineer and any additional cost is incidental.

14) Placement and installation of top soil, seeding and mulching shall be in accordance with St. Louis County Standard Highway Specifications. Backfill along curbs will be done with material free of rocks, debris and clods. A minimum of six inches (6") of top soil shall be placed below the seedbed. Top soil shall be approved by the City Engineer. Seed shall be Ky-31 Fescue in accordance with County Specifications.

The General Contractor is to provide rough grading (to within 0.1 foot of finish grade) and the Contractor responsible for seeding shall provide finish grading.

15) The Contractor shall be responsible for furnishing all necessary survey party personnel and material and for the staking for the construction of the work except as specified otherwise. The payment made to the Contractor under the base bid shall be deemed to include the cost of this work.

16) Restoration of the Site – This item shall consist of restoring the site to a similar condition that existed prior to the start of construction, as set forth in the Standard Specifications.

This shall include placing any backfill material that has been stored on the site, after being excavated from the sewer or paving work. The fill shall be placed, shaped and compacted to be in accord with the cross sections. Heavy clay or gumbo shall not be used for backfill. Gravel, debris and excavated material shall not be stored on streets longer than three (3) days.

This item shall be considered incidental to the work and no separate payment will be made.

17. Local Street Signs - The Contractor shall remove all local street signs, speed limit signs and others that are in the Area of construction. The signs shall be stored in a secure place during construction and replaced after construction in that area is completed, except stop signs shall be temporarily placed at their present location.

If the sign has concrete around the base, it shall be replaced with concrete around the base and installed in accord with the requirements of the City of Warson Woods.

18. The Contractor shall submit a work schedule indicating starting and completion dates for all items of work prior to receiving Notice to Proceed.

19. Excess fill shall be disposed of off-site at no additional cost to the Owner.

20. Existing Conditions Documentation:

The Contractor shall video tape all existing conditions on all individual lots and common ground and cul-de-sacs as directed by the City Engineer. The taping shall include a running commentary of the conditions of sidewalks, driveways, tie walls, planting beds, shrubs, mail boxes, and sprinkler systems, etc. This information shall be utilized to guide the restoration phase of this project. Videotaping shall take place before any construction activities commence. A copy of the tape shall be provided to the City. This work shall be considered incidental to the contract.

21. Pay Items:

All items of work will comply with the St. Louis County Standard Specifications for Road and Bridge construction under the applicable section and specification of the work being performed.

The project will be a lump sum bid for the scope of work provided and split into the two sections as stated.

DESCRIPTION OF WORK

It is the intent of this project to remove and replace bituminous pavement and complete other items in the parking lot for the Royal Oaks Park/Pool Parking lot Improvements within the City of Warson Woods. All work is to be done in strict compliance with the Scope of Work, Specifications and per Sheet C1-01.

The work includes all material, equipment and labor necessary to complete the work described as follows:

Warson Woods - Royal Oak Park/Pool Parking Lot Improvements Scope of Work

Parking Lot Repaving

1. Coordinate installation of electrical conduit through parking lot from pavilion area to flag pole locations. Electrical work should be completed before parking lot work begins. Ideally, parking lot work will begin immediately after electrical work affecting parking lot resurfacing is completed.
2. Remove existing parking blocks from site and dispose. Replace with new, unpainted concrete parking blocks as shown on Sheet C1-01, and re-pin in place after all paving and striping is completed.
3. Remove existing bicycle racks and other appurtenances, store on-site, replace in same location after paving.
4. Mill the existing parking lot a depth of 2 inches and haul off milled material.
5. Clean parking lot of dust and debris after milling operations are complete.
6. Apply SS-1 Emulsified Asphalt as tack coat to lot prior to placing pavement.
7. Install a new surface of Commercial Type "C" Asphaltic Concrete to a compacted depth of 2 inches. Work to ensure positive drainage throughout the parking area.
8. Re-stripe the parking area with one-coat of appropriate traffic marking paint, approved by the City Engineer, to the layout attached to this Scope of Work.

Entrance Drive and Bridge (break these bid items out separately)

1. Mill the existing drive surface to a minimum depth of 2 inches. Remove surface over bridge deck down to deck itself.
2. Place a waterproofing membrane layer on the bridge deck before paving.
3. Remove the curb from the west side of the entrance drive.
4. Remove existing wooden fence and tree from west side of entrance drive.
5. Excavate to a depth west of the existing drive to add aggregate base and pavement. Ensure subgrade is suitable for paving.

6. Add a minimum of 6 inches of Type 1 aggregate base for a width of 8 feet to the west side of the entrance drive to widen the pavement.
7. Install a new Asphaltic Concrete Base Course 6 inches compacted thickness, in two lifts, to the area widened to the west.
8. Install a new Commercial Type C Asphaltic Concrete surface 2 inches compacted thickness to the entire entrance drive area.
9. Add new 6 inch Asphaltic Concrete Curb to the west and east sides of the entrance drive. Tie east side curb into new curb outlet south of bridge and down the slope to the creek.
10. Install new Wooden Rail fence on west side of drive to match existing fence removed along drive.
11. Install 2 new Pipe Bollards next to existing yard hydrant on west side of entrance drive.
12. Install new drainage outlet south of the bridge and down the slope to the creek. Outlet shall be an aggregate outlet slope protection consisting of MSD Type 5 aggregate.
13. Cleanup of the site and backfill behind curbs, where needed, shall be included in the bid price.
14. All work shall be completed within 30 days.

End Repairs

PRICE PROPOSAL

1. Proposal of _____ a, corporation organized and existing under the laws of the State of _____, a partnership consisting of

_____ an individual trading as _____, for the construction of street improvements in accordance with the Contract Documents for a payment consideration according to the unit price schedule on the Unit Price Extension Sheets and the quantities described in the specifications.

2. The undersigned further declares that he will provide all necessary tools and apparatus; do all of the work and furnish all of the material; and do everything required to carry the above mentioned work covered by this proposal to completion in strict accordance with the Contract Documents.

3. The undersigned further declares that he has carefully examined the plans, specifications, form of contract and that he has inspected the actual location of the work, together with the local sources of supplies and has satisfied himself as to all quantities and conditions and understands that in signing this proposal, he waives all right to plead any misunderstanding regarding the same.

4. This proposal shall be equally binding on all sureties, heirs, administrators, executors, successors and assigns.

Name of Organization

By: _____

Title

Address

Phone Number

Date

AFFIDAVIT OF PARTICIPATION IN

ROYAL OAKS PARK / POOL
PARKING LOT IMPROVEMENTS
BID FORM

The bid shall be the total of the prices and costs for each section of work including all materials, equipment, labor, appurtenances, fees, taxes and any other costs associated with the work. All Bids shall be stated in numbers and (words) for completeness.

CONTRACTOR NAME _____

Parking Lot Improvements: _____

Bridge and Entrance Drive Improvements: _____

Total Project Bid Cost: _____..

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Warson Woods, Missouri as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successor and assigns.

Signed the _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Warson Woods, Missouri a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated, except as part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

_____(SEAL)
Surety

By: _____

By: _____

Title: _____

Title: _____
(ATTACH SURETY'S POWER OF ATTORNEY)

FORM OF PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the CITY OF WARSON WOODS, Missouri, hereinafter called the "City", for the use and benefit of the City and any and all persons who may suffer damages by breach of the conditions hereof or of the Contract (as defined below) in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as _____ located at approximately _____ in the City of Warson Woods, in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

1. The Surety shall become liable on this obligation if the Principal fails to fulfill the follow conditions: The Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damages which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses, which shall include reasonable attorney's fees, which the City may incur in making good any default by the Principal, including but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall provide for prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work. If the Principal fulfills these conditions, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
2. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered;
3. In the event that the City determines that there is a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract;

- a. The Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.
- b. The Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Surety;
- c. The means, method or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The City may sue on this Bond in accordance with the provisions of Section 522.300, RSMo., and any amendments thereto.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2016,

_____ (SEAL)	_____ (SEAL)
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____ (ATTACH SURETY'S POWER OF ATTORNEY)



City of Warson Woods

NOTICE TO APPLICANTS FOR PUBLIC BENEFITS

Documents Needed for Proof of Citizenship

Effective August 28, 2008, the State of Missouri (HB 1549, RSMo. 208.009) prohibits any alien unlawfully present in the United States from receiving any state or local **public benefit**, except for state or local public benefits that may be offered under 8 U.S.C. 1621(b), emergency medical care, prenatal care, services offering alternatives to abortion, emergency assistance, or legal assistance. State Law describes a "public benefit" as any **grant, contract, or loan** provided by the City; or any **retirement, welfare, health, postsecondary education, state grants and scholarships, disability, housing, or food assistance benefit** under which payments, assistance, credits, or reduced rates or fees are provided. The term "public benefit" does not include unemployment benefits payable under chapter 288, RSMo.

As a result, before the City of Warson Woods can provide any public benefit to or contract with any person, at the time of application* for any City public benefit or prior to the awarding of any contract, an applicant who is eighteen years of age or older must provide the City with affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States. Such affirmative proof shall include:

- Documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license:
 - Birth certificate issued by a state or local government (with an embossed or raised seal)
 - U.S. passport (valid or expired)
 - Certificate of Citizenship
 - Certificate of Naturalization, or
 - Certificate of Birth Abroad
- Missouri driver's license
- Any document issued by the federal government that confirms an alien's lawful presence in the United States.

NOTE: All documents must be either *originals* or *certified copies* from the issuing agencies. Copies or notarized copies will not be accepted.

Alternatively, to receive temporary benefits, an applicant who cannot provide the required proof above at the time of application may sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. Any applicant who has provided the sworn affidavit is eligible to receive temporary public benefits (1) for 90 days or until such time that it is determined that the applicant is not lawfully present in the United States, whichever is earlier; or (2) indefinitely if the applicant provides a copy of a completed application for a birth certificate that is pending in Missouri or some other state, but such an extension shall terminate upon the applicant's receipt of a birth certificate or a determination that a birth certificate does not exist because the applicant is not a United States citizen.

* In processing applications for public benefits, no employee of the City will inquire about the legal status of a custodial parent or guardian applying for a public benefit on behalf of his or her dependent child who is a citizen or permanent resident of the United States.



City of Warson Woods

VERIFICATION OF PROOF OF CITIZENSHIP - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code
		I am (check one of the following): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident	
Signature			Date (M/D/YY)

VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	or	B - MO Driver's License	or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, discontinuation of benefits and recovery of benefits fraudulently obtained.

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2016, by and between _____ (hereinafter called "Contractor") and the CITY OF WARSON WOODS, a municipal corporation (hereinafter called "City").

WITNESSETH, that the Contractor and the City for the consideration hereinafter named agree as follows:

This City-Contractor Agreement (the "Agreement") shall consist of:

- A. The Bid Proposal, including but not limited to, General Conditions, Invitation and Instructions to Bidders, Special Provisions, Technical Specifications, and any exhibits (collectively, the "Contract Documents"),
- B. The addendum to the Request for Proposal dated _____,
- C. The Proposal dated _____, 2016 submitted by Contractor (the "Proposal"), and
- D. This City-Contractor Agreement and exhibits attached thereto, and
- E. Performance Payment Bond and any other bonds required.
- F. Required Affidavits

1. Labor and Materials: Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete all work required for the Royal Oaks Park/Pool Parking Improvements (the "Project") in accordance with the Agreement which work shall include every item specified in the Contract Documents necessary to complete the Project as designed.

2. Time of Completion: Contractor shall commence work under this Agreement promptly following receipt of written notice from the City to proceed and shall fully complete all work as set forth in the Contract Documents and Proposal. It is understood that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event said work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents. The contractor has **Thirty (30) calendar days** to complete the work for this project.

3. Payment: The City shall pay the Contractor the sum of \$ _____, in accordance with the Agreement for all work included in and completed according to this Agreement, as determined by the City. The City reserves the right to withhold payment for any work not in conformity with this Agreement. Before final payment can be made, Contractor and any subcontractors must file an Affidavit of Compliance as required by the prevailing wage laws with the Missouri Division of Labor Standards. Contractor, and any subcontractors, must furnish proof of such filing to the City.

4. Compliance with Federal, State and Local Law: The Contractor shall comply with all federal, state and municipal law requirements for performance under this Agreement including, but not limited to, prevailing wage requirements for work under this Agreement that may be governed by such requirements; any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable; and the requirement for payment and performance bonds

if the contract is for a public works project the cost of which is estimated to exceed \$25,000.00. The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the project specifications included herein, for all workers performing work under this agreement. The Contractor shall forfeit as a penalty to the City the sum of ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than such stipulated rates for any work done hereunder, by the Contractor or any subcontractor. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts. Specifically, Consultant shall comply with the following state law requirements:

- *Work Authorization Program.* If the Contract is for services expected to cost more than \$5,000.00, the Contractor shall comply with of Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit that the Contractor (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide “affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States.” Contractor’s affirmative proof must be established through (i) a Missouri driver’s license, (ii) any “documentary evidence recognized by the department of revenue when processing an application for a driver’s license,” or (iii) “any document issued by the federal government that confirms an alien’s lawful presence in the United States.” §208.009.3
- *OSHA Training.* Pursuant to Section 292.675 RSMo., Contractor agrees that it shall require all on-site employees to complete the ten-hour training program 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 (“Department”) which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on the Project. Contractor further agrees that it shall 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. Contractor shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. The Department shall investigate any claim of violation of Section 292.675 RSMo. Upon City’s receipt of notification from the Department of violations of 292.675 by Contractor and a determination by the Department that penalties shall be assessed for such violations, the City shall withhold and retain from the contract 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 Paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

- 5. Taxes:** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.
- 6. Other Representations, Warranties and Other Covenants by the Contractor:** The Contractor represents and warrants that it has been engaged in such work as required by the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform this Agreement. The contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the work will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. Prior to entering, storing materials or parking equipment on private property the Contractor must obtain written permission from the owner. Prior to commencement of any work involving excavation, demolition of facilities or the erection of posts, it will be the sole responsibility of the Contractor to notify all utilities of the planned work, and request that the utilities suitably mark underground installations in the vicinity of the planned work and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.
- 7. Contractor's Liability Insurance:** The Contractor shall purchase and maintain in full force and affect the insurance coverage as set forth in the General Conditions.
- 8. Termination:** The City shall have the right to terminate the 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 Contractor under the Contract 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. The Contractor shall submit to 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 Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Project.
- 9. 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.
- 10. State Law:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.

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

12. Counterparts: This Agreement may be executed in one or more counterparts.

13. Attorneys' Fees: The City shall be entitled to recover its actual attorneys' fees from Contractor for the City's enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Contractor: _____
By: _____
Title: _____

ATTEST:

City of Warson Woods

By: _____
Title: _____ Mayor _____

ATTEST:
