

**BUILDING DEMOLITION AND TREE AND BRUSH CLEARING
PROJECT – 2016
CAMDENTON, MISSOURI**

BIDS DUE: December 20, 2016 @ 10:00 AM

BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016
CAMDENTON, MISSOURI

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Annual Wage Order No. 23

BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016
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NOTICE TO BIDDERS

The City of Camdenton is accepting **sealed bids** for the demolition of building and property clearing at 1229 N Business Route 5 in Camdenton, Missouri.

Plans and specifications are on file for examination at City Hall, 437 W US Hwy 54, Camdenton, MO 65020. Bill Jeffries, Director of Public Works may be contacted at 573-346-7293 regarding any questions on this project.

Bids must be submitted on the Proposal Form provided with the specifications and be accompanied by the Bidder's certified check or bid bond in the amount of five percent (5%) of the bid. A performance bond will be required of the successful bidder.

Successful bidder shall comply with the provisions of Section 285.525 through 285.550 RSMo regarding the hiring of illegal workers and Section 292.675 RSMo regarding OSHA requirements.

Attention of bidders is called to the prevailing hourly rate of wages in the locality for each type of worker needed to execute the contract and also the general prevailing rate for legal holiday and overtime work, all as determined by the Division of Labor Standards. Section 290.250.

Bids will be received and opened at City Hall on December 20, 2016 at 10:00 AM. The City reserves the right to reject any and all bids, waive informalities, and select the proposal deemed to be in the best interest of the City.

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DESCRIPTION OF WORK

The successful bidder will be required to furnish all labor, materials and equipment necessary to remove the entire building owned by the City of Camdenton located at 1229 North Business Route 5, Camdenton, Mo. and clear trees and brush from the rest of the property. The block building along Ball Park Rd will not be demolished and care should be taken to protect the building from damage.

1. Other miscellaneous items to be removed are described herein, or as required.
2. Properly disconnect all utilities to the building, the City will disconnect water and sewer services, the electric, phone and cable have been removed.
3. Obtain all necessary permits required from the appropriate City or State agencies for any work to be performed
4. Notify appropriate City or State agencies in writing of the demolition action and obtain full authority to perform the demolition.
5. Properly fence the demolition site to prevent unauthorized access during the course of work.
6. Demolish building and all structures, including fences, building slab and foundation leaving driveway and parking areas intact. Remove the concrete slab adjoining the accessory building on the property.
7. Take necessary precautions to assure that undue damage does not occur to accessory building, driveway and parking areas during the course of demolition.
8. Provide any and all required traffic controls
9. Remove any materials, trees, brush and trash on property and dispose of same per City and State ordinances and statutes.
10. Fill in the drained pond on the property with acceptable material from the site.
11. Slope the finished site to allow for water runoff to appropriate drainage.
12. Some trees along the adjoining property will be marked by the City and will remain.
13. The west side of the building basement is close to the street and a buried water main. Caution must be taken so as to protect the street and water main. The ground will have to be sloped by adding soil to that area to avoid erosion.
14. An aerial map of the site is included and it is highly recommended contractors visit the site prior to bidding.
15. Asbestos inspection has been completed

Please note that the City of Camdenton will notify adjoining owners of the pending demolition action at a time agreed to by the City and the company awarded the contract.

You may contact Bill Jeffries 573-346-7293 to schedule an on-site inspection prior to bidding.

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INSTRUCTIONS TO BIDDERS

GENERAL STATEMENT – These specifications and Contract Documents are drawn for the purpose of describing all materials, equipment, tools, labor, superintendence, and other services necessary to construct, complete with all appurtenances, the BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016.

All material and services upon which a Bidder's proposal is based shall comply fully with the requirements of these specifications and all Contract Documents. If awarded the Contract, the Bidder will be required to furnish materials, equipment, and workmanship that will so comply.

THE PROPOSAL – Each proposal shall be made on the form provided in this copy of the Contract Documents. All proposals must be legibly written in ink. No alterations in proposals or in printed forms will be permitted by erasures or interlineations. Each proposal shall be endorsed on the outside of the envelope with the name and address of the Bidder. The bid, so sealed and addressed shall be filed with the Clerk at her office before the day and hour stipulated in the Notice to Bidders. Proposals shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there from may be considered as sufficient cause for rejection.

PROPOSAL GUARANTEE – Each bid, or proposal, shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a receipt for a deposit consisting of bid bond, cash, a cashier's check, or certified check, drawn on a solvent and acceptable bank, in an amount not less than five percent (5%) of the total bid. Such deposit shall have been made with and payable to the Clerk. Such deposit shall be a guarantee that the Bidder, if his proposal is accepted by the Owner and a contract based upon such proposal is awarded to him, will enter into Contract and will furnish bond, both in the manner and form prescribed, within 10 days after such Contract award. The amount of such deposit will be forfeited immediately to the Owner as an agreed amount of liquidated damages if the Bidder to whom the Contract is awarded fails to enter into the contract and furnish bond in the manner prescribed.

The release of bid checks submitted under this Contract will be governed by the following conditions:

1. The bid deposit of all except the low three Bidders will be returned within three (3) days after the opening of bids.
2. The bid deposit of the 2nd and 3rd low Bidders will be returned within three (3) days after the date of the Contract Award.
3. The bid deposit of the low bidder will be returned within 48 hours after the executed contract and the required bonds have been finally approved by the Owner.

SIGNATURE OF BIDDERS – The firm, corporate, or individual name of the Bidder must be signed by the Bidder in the space provided on the form. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "Member of the Firm". In the case of an individual, the term "Doing business as _____", or "Sole Owner", shall follow the name. In the case where the Proposal is submitted by, or on behalf of, a corporation, the Proposal must be signed in the name of such corporation, by an officer who is authorized to bid for the corporation. The title of the person executing the Proposal or Contract shall be clearly indicated beneath their signature.

RESPONSIBILITY OF AGENT – Any person signing a Proposal as the agent of another, or of others, may be required to submit satisfactory evidence of his authority to do so.

The title of the person executing the Proposal or Contract shall be clearly indicated beneath his signature.

QUALIFICATION OF BIDDERS – Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed work. Bidders may also be required to submit satisfactory evidence that they have available or can obtain the required materials in sufficient time to perform the work before the proposed completion date.

In determining the lowest responsible bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience; (e) has material available; (f) has competent subcontractors, material and equipment manufacturers.

Each bidder may be required to show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged on any other work, which impairs his ability to finance this Contract or provide equipment for the proper execution of it. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

LOCAL CONDITIONS AFFECTING WORK – Each Bidder shall familiarize himself with the plans and specifications, and shall visit the work site in order to carefully investigate all conditions relative to the construction procedures necessary to complete the work to be performed. This shall include the arrangement and condition of existing structures and facilities, above or below ground, affecting or which are affected by, the proposed work; the availability of labor; and facilities for transportation and storage of materials and equipment. It shall be the responsibility of the Bidder to notify the City of Camden prior to the bid date, of any potential problem areas encountered in his site investigation which are not adequately depicted on the plans or described in the specifications in order that the City of Camden may issue an addendum if necessary. If no such notification is given prior to the bid date, it will be understood by the City of Camden that the work proposed can, and will, be accomplished in accordance with the specifications. By submission of a bid, the Bidder acknowledges that he has made a thorough site investigation and fully understands the nature, character and intent of the work covered by the plans and specifications. It must be understood and agreed that there will be no subsequent financial adjustment of an awarded contract due to a Bidder's failure to fully apprise himself of all available prior information, either through site investigation, or perusal of the specifications.

INTERPRETATION OF CONTRACT DOCUMENTS – Prospective bidders having any doubt as to the true meaning or intent of any part of the specifications, or other Contract Documents, may submit a written request for any interpretation thereof to the City of Camden. Any interpretation, which would affect the cost, quality, or character of the project, will be made by Addendum; such Addendum will be mailed or delivered to each person to whom specifications have been issued. The Owner will not be responsible for any explanation or interpretation of the Documents mentioned which may be made in any other manner.

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No interpretation of the meaning of the plans, specifications or other pre-bid documents shall be made to any bidder orally. Every request for such interpretation should be in writing, and addressed to: The City

of Camdenton, 437 W US Hwy 54, Camdenton, Missouri 65020. To be given consideration, this request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addendum to the specifications which, if issued, will be mailed by certified mail and return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for opening of bids.

Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this bid as submitted. All addendums so issued shall become a part of the Contract Documents.

TAXES – All sales and use taxes, as well as other taxes that might lawfully be assessed against the Owner in execution and performance of the proposed Contract and worked covered thereby, are to be paid by the Contractor for the work from monies obtained in satisfaction of his Contract. It is to be understood by all Bidders that the bid price, or prices, submitted shall include the total cost of all such taxes.

TIME OF COMPLETION – The time of completion of the work is a basic consideration of the Contract. The time of completion is contained in the Contract Agreement (page CA-2). It will be necessary that the Bidder satisfy the Owner of his ability to complete the work within the stipulated time.

The attention of the Bidder is called to the provisions of the General Conditions relative to delays and extensions of time and to liquidated damages.

WITHDRAWAL OF BID – No Bidder may withdraw his proposal for a period of ninety (90) days after the date and hour set for the opening herewith. A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, after he has made proper identification of himself and his bid and has made a written request therefore to the Clerk, the request being signed in the same manner and by the same person or persons who signed the proposal.

ACCEPTANCE AND REJECTION OF BIDS – The owner reserves the right to accept the bid which, in its judgment, is the lowest and/or is determined in the best interest of the City; to reject any or all bids; and to waive irregularities in bids.

The Owner reserves the right to accept those alternates (if any have been requested) which, in combination with the other items in the Proposal Form, are in the best interest of the Owner, and acceptance of such alternates may be used to determine the low bidder.

PREFERENCE FOR MISSOURI PRODUCTS – By virtue of statutory authority, a preference shall be given to materials, products, supplies, and provisions and all other articles, produced, manufactured, made or grown within the State of Missouri.

BOND – The Contractor to whom the work is awarded will be required to furnish an indemnity bond to the Owner in the amount of one hundred percent (100%) of the amount of his bid, guaranteeing full compliance with the terms and requirements of the Contract. The sureties on said bond shall be authorized to do business in the State of Missouri, and shall be subject to the approval of the Owner.

The Surety Company writing the Bid Bond and/or the Performance-Payment Bonds will hold a Certificate of Authority from the Secretary of Treasury under Section 6 to 13 of Title 6 of the United States Code as

acceptable sureties on Federal Bonds. The bond shall be executed in duplicate, on the form provided in each copy of the executed Contract Documents. The bond shall be accompanied with two (2) copies of "Power of Attorney" certified to include the date of the bond, which shall be on or subsequent to the date of the Contract Agreement.

APPROVAL BY OWNER – This Contract will not be binding and effective until confirmed by the Owner. If the contract is not confirmed within a period of ninety (90) days from the date of opening bids, the Bidder to whom the contract has been awarded will be permitted on request to withdraw his bid and his bid guarantee deposit. After the Owner confirms the Contract, a period, which is ordinarily ten (10) days, will elapse before the Contract provisions become effective. This period, however, may be shortened or eliminated, by emergency action.

INSURANCE – Insurance of the kinds and minimum limits will be required to be carried by the Contractor and his subcontractors in accordance with the provisions of the General and Special Conditions.

PAYMENTS – Payment for all work performed under this Contract will be made in cash by the Owner, as provided in the General Conditions subject to the terms of the Contract Agreement.

BOUND COPY OF CONTRACT DOCUMENTS – None of the Contract Documents which include Notice to Bidders, Instructions to Bidders, Proposal Form, Contract Agreement, Bond Form, General Conditions, Special Conditions and Specifications shall be removed from the bound copy of the Contract Documents prior to filing the same with the Clerk.

ADDENDA – Should any addenda to these Contract Documents be issued prior to the time of opening bids, a copy of each such Addendum shall be acknowledged by the bidder with his signature, and attached to and filed with the bid.

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PROPOSAL FORM

TO: City of Camdenton
Camdenton, Missouri

Ladies and Gentlemen:

THE UNDERSIGNED BIDDER, having examined the specifications and contract documents attached hereto and referred to herein, and any and all addenda thereto, the location, arrangement, and construction of existing streets, roads, structures, and facilities which affect or may be affected by the proposed work, the topography and condition of the work site, and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; and (b) the location, arrangement and specified requirements of and for proposed new structures, and miscellaneous items of work appurtenant thereto, (c) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, and trucking; and (d) all other factors and conditions affecting or which may be affected by the specific work.

Bidder hereby proposes to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to complete all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended, or modified by any and all addenda thereto at the prices stated below).

Bidder hereby agrees to commence work under this contract on or before the date specified in the written "Work Order" of the Owner and to fully complete the project within thirty (30) consecutive calendar days.

Bidder further agrees to pay as liquidated damages the sum of \$200.00 per day for each consecutive calendar day thereafter until the project is completed.

Bidder acknowledges receipt of the following addendum:

Addenda number _____ through _____, inclusive.

<u>ITEM</u>	<u>DESCRIPTION - UNIT</u>	<u>TOTAL PRICE</u> In words & (figures)
<u>AREA</u>		
1. Demolition and clearing	Lump Sum	\$ _____

TOTAL BID:

_____ Dollars (\$ _____)

DATED at _____ this ____ day of _____, 2016.

Signature:

Business Address of Bidder:

(Company)

By _____

(Title)

(Telephone Number)

If Bidder is a corporation, supply the following information:

State in which incorporated: _____

Name and address of its:

President _____

Secretary _____

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidder's qualifications for acceptance on this project, the Owner requests the following:

A. Previous Experience (projects of similar construction detail)

LOCATION	YEAR	TYPE & SIZE	APPROXIMATE BID

B. List of equipment available for this job:

C. List of sub-contractors to be used on this project:

NAME	TYPE OF WORK

This report is an integral part of the proposal.

DATE: _____

BY _____

(Title)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as principal, and _____ as Surety, are hereby held and firmly bound unto
_____ as Owner in the penal sum of _____ for the payment
of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed this ___ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the City of
Camdenton, Missouri, a certain bid, attached hereto and hereby made a part hereof to enter into a contract
in writing, for the construction of a **BUILDING DEMOLITION AND TREE AND BRUSH CLEARING** for the
City of Camdenton, Missouri.

NOW THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. 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.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond
shall be in no way impaired or affected by any 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.

Principal

Secretary

BY: _____

SEAL

BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016
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PERFORMANCE–PAYMENT BOND

The State of Missouri, County of Camden

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ (2)
_____ of _____ hereinafter
called Principal and (3) _____ of
_____, State of _____,
hereinafter called the Surety, are held and firmly bound unto (4) City of Camdenton, a Municipal
Corporation, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish
materials for, or perform labor on the building or improvements hereinafter referred to in the penal sum of
_____ Dollars (\$) in lawful
money of the United States, to be paid in (5) _____, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal enters into a certain
agreement with (6) City of Camdenton, a Municipal Corporation, the Owner, dated the ___ day of
_____, A.D. 2016, a copy of which is hereto attached and made a part hereof for
the construction of BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016, herein
sometimes called the “Project”.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict
accordance with said Agreement, Information for Bidders, Proposal, and Specifications, and related
documents shall pay as they become due all just claims for work or labor performed and materials furnished
in connection with said Agreement, including all amounts due for materials, lubricants, oil, gasoline, grain,
hay, food, coal, and coke, repairs on machinery, groceries and food stuffs, equipment and tools, consumed
or used in connection with the construction of such work, and all insurance premiums, both compensation
and all other kinds of insurance, on said work, and for all labor, performed in such work whether by
subcontractor or otherwise, and shall defend, indemnify and save harmless said Owner against any and
all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind,
including patent infringement claims except as otherwise provided in said specifications and other contract
documents arising out of or in relation to the performance of said work and the provisions of said
Agreement, including the general guarantee for the specified period of time following final acceptance of
the work, (8) then these presents shall be void; otherwise they shall remain in full force and effect. This
obligation is made for the use of said Owner and also for the use and benefit of all persons who perform
any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby
in the name of said Owner.

PROVIDED FURTHER, that if any legal action filed upon this bond, venue shall lie in Camden County, State of Missouri and that the said 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 there under to the specifications accompanying the same shall in any wise affect its obligation 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the rights of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original this the _____ day of _____, 2016.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

Principal

BY: _____(7)

(Address)

Surety

BY: _____
Attorney-in-Fact

(Address)

NOTE: Date of bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, Partnership or an Individual, as the case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner
- (7) If Contractor is Partnership, all partners should execute bond
- (8) Special attention is called to the fact that this general guarantee is for a one year period

BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016
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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Camdenton, Camdenton, Missouri, Party of the First Part and hereinafter called the Owner, and _____, Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published an advertisement for and in connection with the construction of the BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016 in complete accord with the Contract Documents and said specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvasses has determined and declared the aforesaid Contractor to be the lowest and/or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this Contract,

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement therein contained, the parties to these present have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good substantial, and workmanlike manner and in accordance with the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of the BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016.

ARTICLE II. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Detailed Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which form the contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of work described as follows:
BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016.

The Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner in the General Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner the executed copies of the Contract, and that the Contractor shall complete said work within thirty (30) consecutive calendar days from and after the date of receipt from the Owner of a written work order.

ARTICLE V. That the Contractor will comply with the following:
A. RSMo. 285.530 Participation in E-Verify
B. RSMo. 34.057 The Prompt Payment Act.
C. RSMo. 34.353 Purchase American Products.

Contractor further agrees to pay as liquidated damages the sum of \$200.00 per day for each consecutive calendar day thereafter until the project is completed.

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

ATTEST: **City of Camdenton, a Municipal Corporation
Owner, Party of the First Part**

Renée Kingston, City Clerk, MRCC-C By _____
John McNabb, Mayor

(SEAL) **CONTRACTOR**

(Secretary)
State of Missouri
County of Camden

On this ____ day of _____, 2016, before me appeared to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____ and said _____ acknowledged said instrument to be his/her free act and deed.

(SEAL) _____
Notary Public

My commission expires: _____

CAMDENTON, MISSOURI

GENERAL CONDITIONS

GENERAL – These General Conditions are a part of the Contract Documents and shall be binding upon the parties signatory thereto except for such conditions as obviously are not applicable to the particular Contract or which have been specifically revised, modified, or supplemented by the proposal or any supplemental agreement.

DEFINITIONS – When any of the following terms are used in the specifications or other Contract Documents, the intent and meaning of the terms shall be interpreted as follows:

Owner – The First Party, whether an individual, partnership, corporation, municipality, or other division of government, acting in his own behalf or through legally authorized officials.

Inspector – An authorized representative of the City of Camdenton, the Owner, assigned to inspect the work performed or being performed, or materials furnished or being furnished by the Contractor.

Bidder – Any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, submitting a proposal for performing the work.

Contractor – The Second Party, whether an individual, partnership, firm or corporation executing a contract, acting directly or through lawful agents or employees, and who is primarily liable for the acceptable performance of the work under contract, and for the payment of all legal debts pertaining thereto.

Contract Documents – It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract Agreement, Performance-Payment Bond, General Conditions, Specifications, Addenda thereto, and duly authorized Change Orders, together with any and all supplementary drawings furnished by the City of Camdenton, as and when required to make clear, and to define in greater detail, the intent of the contract, specifications, other drawings, and engineering data furnished by the Contractor (when and as approved by the Owner, the City of Camdenton), and instructions furnished by manufacturers of equipment for the installation thereof, are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

Drawings – Working drawings, supplemental drawings or exact reproductions thereof, showing the location, character, dimensions and details of the work to be done.

Specifications – The directions, provisions and requirements pertaining to the method and manner of performing the work, to the kind and type of equipment, or to the qualities of materials to be furnished under the Contract.

Contract – The written agreement covering the performance of the work. The Contract shall include the documents itemized above and any and all supplemental agreements.

Proposal – The written offer of the bidder, submitted on the approved form, to perform the contemplated work and furnished the necessary materials in accordance with the plans and specifications.

GC-1

Proposal Form – The approved form as furnished and on which written offer or formal bid is to be prepared and submitted.

Change Order – A document, prepared by the City of Camden, and signed by the contracting parties setting forth the description and value of changes ordered by the Owner, provided such changes are within the physical boundaries of the work under the contract and further provided the original contract value is not increased or decreased more than twenty-five percent (25%) by the total of all change orders. Change orders shall be accompanied by such supplemental drawings as are required to designate the location, character, and extent of added or altered work.

Supplemental Documents – A written proposal and agreement, executed by the Contractor and the Owner and accompanied by new surety bonds in the full amount of the supplemental contract, covering work not included in the original contract documents, or which is outside the physical limits thereof or which increases or decreases the total original contract value by more than twenty-five percent (25%). Supplemental contract documents shall include such supplemental plans and technical specifications as may be required to show the location, character, details and extent of the additions, deletions or modifications.

The Work – All operations to be performed by the Contractor, including the furnishing of materials, equipment, labor, tools and incidentals as required under the terms of the contract, drawings and specifications.

Construction Equipment – All machinery together with the supplies necessary for the upkeep and maintenance thereof and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Intention of Terms – The words “directed”, “required”, “permitted”, “ordered”, “designated”, or words of like import shall mean that the direction, requirement, permission, order, or designation of the City of Camden, is intended; and similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, acceptable or satisfactory to the City of Camden; subject in each case to the final determination of the Owner.

Meaning Phrase “Or Equal” – The phrase “or equal” shall be construed to mean that material or equipment will be acceptable only when the judgment of the City of Camden determines they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class make or model.

Whenever in any of the contract documents an item of material or equipment is defined by describing a proprietary produce, or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted, shall be implied. The specific item of material or equipment mentioned shall be understood as establishing a standard of type, function, efficiency, minimum basis of design, and quality desired. Other manufacturers’ produce of comparable quality, design, and efficiency, and suitable for the service intended will be considered.

Standard Specification and Test Methods – All specifications and test methods of any society, association or organization herein referred to are hereby made a part of these contract documents the same as if written in full. Reference to such standards refers to the latest current and tentative issues in force on the date bids are received. Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.

GC-2

Laboratory – The official testing laboratories of the Owner or such other laboratories as may be designated by the City of Camden.

Notice to Proceed – A written notice to the Contractor, showing the date he is to begin prosecution of work under this contract.

Date of Contract – Shall mean the date written in the first paragraph of the Contract Agreement.

Day or Days – Unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.

BONDS – The Contractor shall furnish such surety bonds as hereinafter identified and described. Any and all bonds shall be so written as to make these bond specifications as part thereof, whether by reference or attachment, in order to give the surety full notice of the conditions thereof. Each such bond shall be a legally issued surety drawn in an amount not less than the total contract price; meeting the approval of the Owner, and all other parties concerned as required by law, as to form, tenor, execution and surety; and shall be delivered to the Owner, within ten (10) days from and after execution of the contract and before commencement of the work for filing and distribution. Except at the option of the Owner, the Contractor shall have no rights under the contract until acceptable bonds have been furnished and delivered. The Owner also may waive the conditions as to time, and acceptance of said bonds after expiration of the specified interval and shall not affect the validity of the Contract bonds.

Certified Check – Each bid must be accompanied by a certified check or bid bond in the amount set forth in the advertisement for bids. This check shall be made payable to the municipality and shall be forfeited and become the property of the municipality in case the bidder neglects or refuses to enter into a contract and furnish satisfactory bond within ten (10) days after receipt of written notice of acceptance of bid. The check accompanying the accepted bid will be retained until the bonds of the successful bidder have been submitted and approved by the Owner.

All other checks will be returned at the earliest possible date after the awarding of the Contract.

Performance-Payment Bonds – 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 to 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 in which the work is to be performed 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 bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

GC-3

CONTRACTOR’S INSURANCE – Before commencement of work and in addition to other policies carried in his own interest, the Contractor shall obtain such insurance as required by law to protect him and the Owner from claims under workmen’s compensation acts; such insurance as is necessary to fully protect

him and the Owner against other claims for bodily injury, including death, or from claims for property damage, any of which may arise from operations under this contract, whether such operations done by himself or any subcontractor or anyone directly or indirectly employed by either of them.

All policies shall be subject to approval by the Owner as to insurer, adequacy of protection and equity in reimbursement for loss or damage. After approval, such policies shall be maintained in full force and effect and in amounts adequate to afford full coverage, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or in the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount with companies satisfactory to the Owner. The Contractor shall not cause any policies to be cancelled or changed until ten (10) days after the Owner has received written notice as evidence by the return receipt of registered or certified letter.

Proof of Carriage of Insurance – “Certificates of Insurance” shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein above. The Contractor shall not commence work under this contract until he has obtained and submitted to the Owner “Certificate of Insurance” for all insurance required under this paragraph and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Workmen’s Compensation Insurance – The Contractor shall provide adequate Workmen’s Compensation Insurance to cover all persons engaged on the work by him and, in case any of the work is sublet, the Contractor shall be responsible that the subcontractor’s employees similarly are covered by such insurance, whether under policies furnished by the subcontractor or directly by the Contractor.

Public Liability and Property Damage – The Contractor shall maintain such insurance as will protect him against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor, his agents or employees, in the operation of the work or the execution of this contract. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the Owner prior to the completion and acceptance of all the work included in the contract.

Where the work to be performed under the Contract involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor’s operations. Property damage insurance shall also cover the collapse of, or structural injury to, any building or structure on or adjacent to the Owner’s premises, or the injury to or destruction of property resulting there from, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, an existing structure or structures.

GC-4

The General Liability Policy shall protect against claims for bodily injury, including wrongful death, as well as claims for property damage. The policies shall be written to provide the coverages shown in the Special Conditions made a part hereof.

Before any blasting will be permitted, the Contractor shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy.

Protective Liability – The Contractor shall purchase, maintain, and deliver to the Purchaser a protective liability policy in the name of the Owner for operations of the Contractor or any subcontractor in connection with the execution of this contract.

Contractor's Contingent or Protective Liability and Property Damage – In case part of this contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operations of his subcontractors in the execution of work included in the contract. The coverage in each case shall be acceptable to the Owner, and shall not be less than that provided for Public Liability and Property Damage.

Automobile Public Liability and Property Damage – The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$500,000 for one accident; and automobile property damage insurance in the amount of not less than \$200,000 for one accident to protect him from any and all claims arising from the use of the following in the execution of work included in this contract:

1. Contractor's own automobiles and trucks
2. Hired automobiles and trucks
3. Automobiles and trucks not owned by the Contractor

Such insurance shall cover the use of the automobiles and trucks both on and off the site of the project.

TAXES – The cost of applicable sales, use, occupation and transportation taxes on material, equipment, and supplies incorporated in the work shall be included in the contract price or prices for the work. The Contractor shall bear the cost of all such taxes and shall protect the Owner against liability therefor by reason of any Federal or State Law or regulation in effect at the time of signing the contract. The cost of any such taxes imposed after signing the contract, and which thus become legally chargeable against material, equipment, or supplies incorporated in the work, shall be paid by the Contractor, and the Owner will reimburse him for the actual amounts thereof.

PATENTED DEVICES AND PROCESSES – All fees, royalties and licenses for any patented invention, device, article or process used in, upon, or in connection with the construction, erection or operation of the work or any part thereof, shall be included in the contract price or prices and the Contractor shall hold the Owner harmless against any claim for payment of such.

WATER, GAS AND ELECTRICITY – Water, gas and electricity required for construction and testing shall be provided by the Contractor, who shall contact the proper representative of the utility, make all required arrangements, and pay for all such water, gas and electricity used by him unless specific exemption is made in the detailed specifications.

GC-5

MATERIALS FURNISHED BY OWNER – All materials, supplies, or equipment furnished by the Owner for incorporation in the work shall be handled and transported by the Contractor at his expense from cars, warehouses or yards where received or stored by the Owner. The Contractor shall include in his contract price all costs in connection with handling, storing, protecting, and installing all such materials, supplies,,

or equipment furnished him by the Owner and shall make good all losses and breakage due to carelessness or negligence while same is in his possession. The contract price or prices will be adjusted by negotiation to compensate for variation in type, pattern, or designation of items furnished by the Owner in lieu of the items specified in the contract documents.

ARBITRATION – Disputes on matters not governed by the contract documents, and which otherwise cannot amicably be decided or settled, shall be arbitrated by three disinterested parties, one each chosen by the disputing parties and the third by the two first chosen; such arbitration being a condition precedent to any right of legal action. It is hereby intended to lay down a principle of action to be followed where controlling statutes do not provide a manner of procedure and legal effect of award by arbitration; in case of conflict, the principles herein set forth shall be locally adapted to the legal requirements of such controlling statutes. Should either party fail to name an arbitrator within ten (10) days following the appeal to arbitration, his right of arbitration shall lapse. Should either party refuse or neglect to supply the arbitrators with any demanded papers or information, the arbitrators shall proceed ex parte. The written decision of any two arbitrators shall be binding; shall not be open for objection as to award or form of proceedings except as otherwise provided by statute; and shall be filed in court if so required to carry it into effect. The arbitrators shall fix their own compensation and assess the cost of arbitration upon either or both parties as the merits of the case demand.

RESPONSIBILITIES OF THE CONTRACTOR –

General – It shall be deemed that any Contractor accepting work under this contract is familiar with the type of work he undertakes; has carefully examined all the contract documents; and is fully informed as to the location of the proposed improvements and the conditions under which the work is to be accomplished. All work shall conform to the technical specifications for materials, workmanship and methods of construction and shall be in accordance with the lines, grades, and dimensions given by the City of Camden. The Contractor, under his contract prices, shall furnish and pay for all labor, equipment, accessories and materials not salvaged or otherwise furnished as specified, and shall perform all operations necessary to construct and complete the improvements, ready for use, including all preparatory, temporary, and incidental work. The Contractor shall be responsible for the protection of all work within the scope of his contract; any work or materials damaged or impaired from any cause prior to final acceptance of the completed whole shall be restored or reconstructed by him at his expense. All losses or damages arising from the nature of the work to be done, from the action of the elements, or from unforeseen circumstances or difficulties under which the Contractor is legally liable, shall be sustained by the Contractor. Such losses or damages shall not relieve him of his responsibility to fulfill his contract and to deliver a completed work in accordance with the contract documents.

Unbalanced Bids – Contractors are cautioned not to submit unbalanced bids, for any bid will be rejected if it stipulates prices for any item that, in the opinion of the City of Camden, are unreasonably high or low such that any probable or reasonable change in the quantity of work done would materially affect the relative standing of the bid.

Incidental Work – All work to be done by the Contractor, as described in the specifications, including any and all minor details not specifically shown or described but obviously essential to the proper completion of the work, shall be considered as subsidiary to and included with the work for which prices are named in the contract documents. The Contractor shall not be entitled to any extra or additional compensation for such unless otherwise specified.

Obstacles and Obstructions – Unless specified for separate payment, the Contractor at his own expense shall remove all obstacles and obstructions interfering with the construction and shall make proper disposition of the materials derived there from. Existing facilities not interfering with construction but removed to expedite progress, or to permit more convenient prosecution of the

work, or which are damaged or impaired during construction, shall be replaced or restored to a condition equal or better than the original.

Salvaged Materials – All salvaged materials not the property of other parties shall remain the property of the Owner. The Contractor shall handle, transport, and store such salvaged materials at designated points or locations at no additional cost to the Owner. The Contractor shall be responsible for the care and protection of such materials until delivered to the designated location or installed in the new work when so specified, and shall make good any losses occasioned by damage, theft or misappropriation while the materials are on the work site or en-route to place of storage.

Laws and Ordinances – The Contractor shall acquaint himself with and observe all laws, ordinances and regulations applying to the work. Said laws, ordinances and regulations are hereby made a part of these contract documents to the same extent as if herein set forth. If any part of the proposed work be at variance therewith, the Contractor shall notify the City of Camden before proceeding with such work.

Permits, Surveys and Compliance with Laws – The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of his work, and/or required for Municipal, State, and Federal regulations and laws, as pertains particularly to permits for transportation of materials and equipment, blasting or other operations which are not a specific requirement of these specifications.

The Owner will furnish all site surveys, easements, permits, pipe line licenses, etc., necessary to authorize construction of any permanent works required in the specifications where such work is to be done on property other than the Owner's.

The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the work. This contract, as to all matters not particularly referred to and defined herein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

Specifications – One set of such specifications as shall be deemed necessary to indicate the scope and character of the work contemplated will be furnished by the City of Camden to the contractor as the same shall be required.

The interpretations of all items shall rest with the City of Camden and their decision in relation thereto and regarding all other matters connected with the proper conduct of the work shall be final and binding on the Contractor. In case any error shall appear in the specifications or in the event that any doubt shall arise as to the proper interpretation or meaning of the specifications, the Contractor shall call the attention of the City of Camden thereto, and the work shall be discontinued until such errors are corrected, or until such doubt is removed. Should the Contractor fail to comply with the requirements and continue the work it shall be at his own risk. The specifications, and other data delivered to the Contractor must be properly cared for by him and be at all times readily accessible to the City of Camden while he is on the premises, and upon the final completion of the work when the certificate is issued, must be returned intact to the City of Camden.

Construction Stakes – The Contractor shall furnish without charge all stakes, batter boards, straightedges and staging for lines, levels, and measurements and shall furnish men to set them under the direction of the City of Camden. The Contractor shall notify the City of Camden at least 48 hours in advance, stating where stakes are wanted, before requiring the stakes or any section of the work. He shall satisfy himself, before commencing work as to the meaning of all stakes and marks, and all measurements and levels shall be checked by the Contractor who will be solely responsible for any error made. When construction stakes are once set, the Contractor shall preserve them. Any work done without lines and grades as given by the City of Camden or without supervision of an authorized representative of the City of Camden may be ordered removed and replaced at the expense of the Contractor.

Preservation of Monuments and Markers – The Contractor shall protect from disturbance or defacement all permanent monuments, bench marks and markers of the Local, State or Federal government and shall not excavate within 5 feet of any of them without permission of the City of Camden.

Assignment and Subletting of Contract – The Contractor shall not assign the work, or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless by and with the like consent of the Owner to be signified in like manner; that no right under this contract, nor to any money due or to become due hereunder shall be asserted in any manner against the Owner, or persons acting for the Owner, by reason of any so-called assignment of this contract or any part thereof, unless such assignment shall have been authorized by the written consent of the Owner. In case the Contractor assigns all, or any part of, any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract. The above requirement of written approval by the Owner shall not be held to apply to the subletting of portions of the contract. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

Materials and Workmanship – All materials shall meet the requirement of technical specifications, or if not specified shall meet the generally accepted commercial standards for such materials when used for the intended purposes. All improvements shall be constructed in a neat and workmanlike manner. No materials shall be incorporated in the work until they have been examined and approved by the City of Camden, nor shall construction equipment be used which has not received the City of Camden's approval. All rejected materials and equipment shall be removed promptly by the Contractor from the site; improper or defective work shall be corrected and if necessary removed, replaced or reconstructed to comply with the specifications. The judgment and decision of the City of Camden shall be conclusive and final as to whether the materials supplied and work performed comply with the contract requirements. The Contractor shall be held responsible for the quality of the entire work; should he refuse or neglect to remedy defects when ordered to do so, the Owner may require the condemned portions to be replaced, restored, repaired or reconstructed at the expense of the Contractor or his surety.

General Guaranty – Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

In addition to the existing common law remedies for tort and breach of contract during a period of one year from and after the date of the final acceptance by the Owner of the work embraced by this contract, the Contractor shall make all needed repairs and replacements arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs and replacements, the Owner is hereby authorized to make such repairs and replacements at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs and replacements may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

Inspection – The Contractor shall provide the City of Camden and their representatives, free access to any and all parts of the work, including any place where material intended for incorporation is procured, produced, or manufactured and, when involved, authorized representatives of the United States Public Health Service and the officials of the Missouri Department of Natural Resources, Division of Environmental Quality, shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection. He shall furnish all required information relating to the work or materials, including copies of invoices, bills of lading, waybills and test reports. He shall furnish test samples, specimens and such labor and assistance as required to handle materials for and during inspection, and shall bear all costs in connection with tests performed by commercial laboratories. The Contractor shall be present at and assist in final inspection of the work and shall furnish all labor and equipment required for final tests.

Test Samples and Specimens – Properly identified test samples and specimens shall be submitted by the Contractor in ample time to permit tests to be conducted and results determined well in advance of the time such materials are to be incorporated in the work. Samples and specimens shall be submitted in standard or suitable sizes and quantities for the determination of all specified tests and, unless subject to field testing by the City of Camden, shall be shipped, charges prepaid, to an approved testing laboratory. Commercial laboratories shall be instructed to distribute copies of test results to the Contractor, the City of Camden, and any other designated parties. All costs in connection with sampling and testing, including materials, transportation charges and commercial laboratory fees shall be borne by the Contractor and at his option may be paid direct, or paid by the Owner and deducted from payments due the Contractor.

Special Construction Methods – The City of Camden will assent to special methods of construction or means of prosecuting the work other than are provided or stipulated in the technical specifications, but his assent or his presence on the work while such special methods are in use shall not constitute a waiver of the contract, or any part thereof, by the Owner. Nor shall the fact the City of Camden may have seen work executed which later is found to be defective nor shall any act of his assistance or inspectors constitute a waiver of any part of the contract. The Contractor shall be responsible for the quality of the entire work.

Cooperation – The Contractor shall give to the work the constant attention necessary to facilitate the progress thereof and shall cooperate in every possible way with the City of Camden or its

inspectors and with other Contractors or constructors concerned in the work. He shall plan and schedule his work to the mutual benefit of all interested parties and, insofar as possible, shall perform the work in accordance with the agreed schedule. In case of controversy, the City of Camdenon will allocate the work and designate the sequence in which it shall be performed. The Contractor shall accept and fulfill the directions of the City of Camdenon when the Owner shall consider acting within his authority; willful failure or neglect to comply with such instructions as sufficient cause for termination of the contract.

Representation – The Contractor shall be represented on the work at all times by a competent superintendent, satisfactory to City of Camdenon and capable of reading and understanding thoroughly the plans and specifications. The superintendent shall not be changed without consent of the City of Camdenon except if he leaves the employ of the Contractor. The Superintendent shall have full authority to employ required workmen, order materials, arrange for construction equipment, and otherwise represent the Contractor in his absence; any directions given to him by the City of Camdenon shall be as binding as if given to the Contractor.

Employees – If any person employed by the Contractor shall appear to the City of Camdenon as incompetent, or acts in a disorderly manner, he shall be discharged immediately on the requisition of the City of Camdenon and shall not be again employed on the work. The Contractor shall give preference to home labor in all cases.

Public Convenience – During the progress of the work the convenience of the local public and of residents along the work shall be considered and, where possible, their rights of access shall be preserved. Temporary driveways, approaches and crossings shall be provided where practicable and maintained in good condition. Construction materials shall be so stored or stockpiled as to cause as little obstruction as possible and still be readily accessible for use or inspection. No material shall be stored within 2 feet of any tree or building nor within five (5) feet of any fire hydrant; fire hydrants shall remain ready for immediate use by the fire department.

Barriers, Lights and Watchmen – The Contractor shall erect and maintain fences, barriers, barricades and warning signs; shall provide and maintain flares, lanterns and lights, and shall employ flagmen and watchmen; all as required to prevent accidents to the general public and to workmen.

Protection of New Work – All new work and materials shall be protected carefully by the Contractor; any new work or materials injured or damaged from any cause prior to acceptance of the whole work shall be restored, rebuilt or otherwise made good by the Contractor at his expense.

Responsibility for Property Damage – The Contractor shall make payment for all damage to buildings, structures, trees, shrubbery or other property located outside the construction limits, or located within those limits but not designated for removal or reconstruction, providing such damage shall result from accident caused by negligence for which said Contractor shall be liable.

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work,

and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

The Contractor shall satisfactorily shore, support and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities belonging to the Owner, and shall be responsible for any damages or extra pay on account of any postponements, interference or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not.

1. Final Cleanup – Immediately upon completion of the work or any usable unit thereof, the Contractor shall remove all surplus or unused materials from the vicinity of the work, leaving the entire site in a clean, sightly and pleasing condition, conforming to the grades and contours designated by the City of Camdenon.
2. Final Inspection – After all the work required shall have been furnished in every detail and before the Contractor shall have certified to the City of Camdenon that the work is complete and in perfect condition, a final inspection shall be conducted under the direction of the City of Camdenon and during this trial the Contractor shall in person or by a thoroughly competent and duly authorized representative, under the direction of the City of Camdenon, conduct such tests as the City of Camdenon may desire to have made or deem necessary to be made in order to determine whether the design, construction, and performance of the completed parts of the work in every way complies with all the requirements that are or may be evidence by these specifications, or which may be covered by the specific guarantees mentioned in the Contractor's proposal furnished by the Contractor.
3. Legal Address of Contractor – Both the business address of the Contractor given in the bid upon which this contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the City of Camdenon and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon the Contractor personally.

Relations with Other Contractors – The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the Owner at this hand. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work shall be adjusted and determined by the City of Camdenon. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City of Camdenon shall decide which contractor

shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the City of Camden to the Contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

RESPONSIBILITIES OF THE CITY OF CAMDENTON –

General – The finding and determining of the City of Camden on all questions pertaining to materials and workmanship, or as to interpretation of the specifications, shall be final and binding on all parties to the contract. In case of controversy between Contractors, the City of Camden will allocate the work and designate the sequence of operations but in no case will the City of Camden assume responsibility for the work or act as foreman for the Contractor.

The City of Camden shall not delay the work by failing to inspect work, materials or equipment or to test in the field, with reasonable promptness, samples or specimens properly submitted or made available.

Interpretation of Contract Documents – The contract documents are complementary, and what is called for by one shall be as binding as though called for by all. In case of actual or alleged disagreement or discrepancy between the contract and the specifications, the language and provisions of the contract shall take precedence and prevail; if between any drawings and specifications, the City of Camden will determine in each case whether the drawings or specifications shall rule or govern.

Control and Regulation of Work – The City of Camden shall have the authority to exercise their judgment and initiative in the control and regulation of the work. They may, without written order or other formality, correct obvious errors in the specifications or make minor adjustments required to adapt the work to existing conditions or circumstances, provided such corrections and revisions are consistent with the intent of the specifications, do not materially affect the total contract price and vary the proportion and quantity of only those items of work for which unit prices are contained in the contract. The City of Camden may regulate the amount of work open or under construction in advance of completed portions and require the Contractor to place materials and perform work in the manner, order, and sequence as required for the mutual advantage of all parties concerned.

Supplemental Documents – The City of Camden will prepare all documents including estimates, supplemental drawings and specifications, required for any necessary or desirable change order or supplemental contract and will assist in the negotiation of prices.

Work Affected by Weather – The City of Camden may order parts of the work suspended should the weather or season be such that any part of the work cannot be done properly and with due regard to durability, finish, or appearance. The Contractor may be required to protect the several parts of exposed work from damage by the elements or other causes.

Inspection – The City of Camden may provide for the inspection of all materials to be incorporated, construction equipment to be used, and all work to be performed under this contract. Such inspection shall extend to any and all parts of the work and to the preparation or production

of all materials to be incorporated. The City of Camden and their inspectors shall have free access to all parts of the work, including pits, quarries, shops and plants where any part of the materials are produced or processed. All materials intended for incorporation and all construction equipment to be used shall be subject to final approval of the City of Camden. Inspectors shall have the authority to reject defective materials; to delay the respective construction while the suitability of materials is being determined or while equipment is being adjusted or calibrated; and to suspend operations on any part of the work not meeting contract requirements. Inspectors shall have no authority to deviate from or to relax the specifications without written permission of the City of Camden or to delay the work unreasonably by failing to inspect or to test in the field any of the work and materials.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the City of Camden, without reference to any previous oversight or error in inspection.

Construction Stakes – The Contractor will establish permanent bench marks and set such construction stakes as necessary to construct the work to the proper lines, grades, and dimensions. The methods of staking and marking shall be determined in advance by the City of Camden. Construction stakes are to be established under the direction of the City of Camden. The Contractor shall plan and schedule the work in such manner that delays in the work or neglect of duties and responsibilities will be avoided.

Sampling and Testing – The City of Camden inspectors may take test samples of materials to conduct field or laboratory tests as necessary. If required, approved commercial laboratories at the Contractor's cost may do testing. All testing of completed work shall be done by or in the presence of the City of Camden or their representative.

RELATIONS BETWEEN CONTRACTOR AND OWNER –

Assignment of Contract – The Contractor shall not assign or transfer this contract without the written consent of his Surety and the Owner. The consent of the Surety and a copy of the assignment shall be filed with the Owner. The Contractor shall file with the Owner the names of all subcontractors to whom he expects to sublet any portion of the work and shall not change subcontractors without written approval of the Owner. The approval of any assignment, transfer or subcontract shall not relieve the Contractor of his liabilities under this contract; should any assignee or subcontractor fail to perform satisfactorily the work undertaken by him, the Owner may annul and terminate the contract of such assignee or subcontractor.

Use of Completed Portions – The Owner shall have the right to take possession of and to use any completed portion or usable unit of the work at any time, but such possession and use shall not be deemed an acceptance of any work not constructed or completed in accordance with the contract documents. If such prior use delays the completion or increases the cost of the work, the Contractor shall be entitled to such extension of time or extra compensation, or both, as the City of Camden may determine. The Owner, in taking possession prior to final acceptance, shall agree to abide by the City of Camden decision relative to responsibility for damages to the work during the period of such prior possession and use.

Contractor's Right to Stop Work or Terminate Contract – If, through no fault of the Contractor or his employees, the work be stopped for a period of three (3) months under order from any court or

other public authority; or if the City of Camden fails to issue any estimate for payment within fourteen (14) days after the due date; or if the Owner fails to pay to the Contractor within ten (10) days after due presentation, any sum certified by the City of Camden or awarded by arbitrators; the Contractor may, upon the seventh day, after written notice to the Owner stop work or terminate his contract and recover from the Owner full payment for all work properly executed, together with invoice cost of unincorporated materials purchased by the Contractor or on irrevocable order, plus the actual cost of handling and storing said materials, provided said handling and storing cost does not exceed five per cent (5%) of the invoice cost.

Hindrances and Delays – In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise.

Extensions of Time – Should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner or of any employee of the Owner, or by any other contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which, in the opinion of the City of Camden, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the City of Camden, shall be granted provided, however, that the Contractor shall give the Owner prompt notice in writing of the cause of delay in each case.

Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials in sufficient time in advance to insure delivery when needed.

Liquidated Damages and Time for Completion – It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are **essential conditions** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the Special Conditions, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor, in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

Provided, Further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Abandonment – If at any time the Contractor shall appear to willfully violate the contract and the work is not progressing satisfactorily to insure completion within the specified time, the City of Camden shall give written notice to the Contractor requiring him to take such measure as will insure the completion of the work within the specified time. Should such warning be disregarded to such extent that unnecessary and unreasonable delay by likely to ensue, the Owner may terminate the contract in the manner and under the procedure set forth above with the exception that no notices to the Contractor shall be required, but in lieu thereof the Owner must make a reasonable effort to notify the estate of the Contractor his guardian, assignee, or legal representative of the intention to terminate and fact of termination, if there is any such guardian, assignee, or legal representative at the time the Owner desires to terminate.

Variations, Changes and Modifications – The work contemplated in the contract documents may be subject to such changes as normally occur during construction. The City of Camden may order minor variations in the proportion and amount of work for which unit prices are quoted in the contract, provided such variations are consistent with the intent of the specifications and improve or expedite the work without materially affecting the total construction cost. The Owner reserves the right to make changes in the specifications and other changes in the contract quantities as may be considered necessary or desirable, provided such changes, alterations and modifications are effected legally and in accordance with the following procedures. No work may be performed under any change or supplemental contract until all documents have been approved by the City of Camden and executed by the contracting parties. After such approval and execution, all work included there under shall be subject to the terms, conditions, and provisions of the original contract documents except as otherwise specifically stipulated.

Extra Work – No claim for extra work will be considered or allowed unless such extra work shall have previously been ordered by the City of Camden in writing in the form of a contract change order. The price for extra work should be by the unit prices in the bidding schedule or by an agreed to lump sum for any work not covered by unit price bids.

Change Order Documents – Change order documents shall be used to effect changes which do not extend the physical boundaries of the originally contracted work provided the total value of all

such changes does not increase or decrease the original total contract value by more than twenty-five percent (25%).

Change in the amount of work to be done shall be made on standard forms, which will be furnished by the Owner.

All change orders must be signed by all parties to the Contract and approved by the Owner.

Supplemental Contract Documents – Supplemental contract documents shall be used to negotiate all changes extending the physical boundaries of originally contracted work; any change or changes increasing or decreasing the total original contract value by more than twenty-five percent (25%); and any change whereby the use of such documents is mutually agreeable to the contracting parties.

Extension of Contract Time of Completion Due to Added Work – Unless otherwise stipulated, the time for completion of the contract shall be increased in the same proportion the value of any added work bears to the original total contract value. If the value of the revised contract value be equal to or less than the total original contract value, the time for completion shall remain unchanged.

Verbal Statement Not Binding – It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any wise whatsoever, the written agreement.

PAYMENTS TO THE CONTRACTOR –

Estimates – No work shall be accepted nor will payments be made for work finished, except on certificate of the City of Camdenon.

The Contractor shall prepare and deliver to the City of Camdenon on or about the first of every month during which time the work is in progress a detailed report in writing which shall clearly state the amount and value of the work done and the quantity of material delivered and erected in place during the preceding month. These reports will be inspected within the (10) days from the time such reports are received by the City of Camdenon and the reports as corrected by the Owner will form the basis for the granting of certificates recommending payment for work furnished by the Contractor. No certificates recommending payment for work or material delivered and erected in place will be issued by the City of Camdenon until they are satisfied that the work or material for which it is required is of such character as will in all respects fully comply with the letter and spirit of the requirements evidenced by these specifications that directly or indirectly apply to such work.

The issuance of a certificate recommending any payment on account shall not be construed as an acceptance of the work or any part of it referred to by such certificate. The certificate of the city of Camdenon recommending acceptance of and final payment for work contemplated by these specifications shall not be issued to any Contractor until all of the work required for the purpose of constructing the work herein described shall have been full performed and perfectly completed according to the true intent and meaning of these specifications and proposals, inspection and tests herein provided for shall have been demonstrated to the satisfaction of the Owner that all of the work required for the perfect completion of the work has been fully and properly executed.

The issuance by the Owner of any certificate recommending the final acceptance of and payment for any work that shall have been completed by the Contractor shall not prejudice the right of action

nor impair the validity of any claim that the Owner may have the right to or shall assert against the Contractor for the replacement of any work, apparatus, fittings, or equipment of any kind whatsoever, that shall prove to be defective in any particular or not to be in full conformity with the requirements of the specifications at any time within twelve (12) months from the date upon which such final certificate covering such portion of work so proved defective shall have been issued by the Owner. The Owner will assume no liability or responsibility for any part of the project nor for the operation of the same until of the work called for by these specifications shall have been fully completed and the Owner shall have issued and delivered to the Contractor the certificate of completion for all parts of the completed work.

Payments – The terms of payments shall be as follows: During the progress of work and prior to its final completion and acceptance, there shall be paid to each Contractor doing work under these specifications ninety percent (90%) of the full value as attested by the certification of the City of Camden, of all work that has been performed and all material required for the purpose of project that shall have been delivered to the premises or erected in place prior to or during the month preceding any month in which application for payment, in any case, shall be made.

Payments on account for work furnished and covered by certificate issued in the manner herewith provided for shall be made to the Contractor within ten (10) days after presentation to the Owner of claim accompanied by the City of Camden certification.

Whenever all of the work required according to the true intent and meaning of these specifications, guarantees and other conditions made a part of the same shall have been furnished and erected in place and the same shall have been examined, tested, and approved by the Owner in the manner hereinbefore provided, the Owner shall issue to the Contractor a certificate recommending the full payment of all work that shall have been furnished by him. The payment of the final amount called for by such certificate shall be made by the Owner to the Contractor for whom the same shall have been issued within ten (10) days after the Contractor shall have presented this bill with such final certificate thereto attached.

Increased or Altered Work – The amount of compensation to be added to or deducted from the contract price shall be determined, established and fixed by written agreement prior to making any increases, alterations, or modifications. Under unit price contracts, or under lump sum contracts containing unit prices for the respective items of work, the Contractor shall perform the additional or altered items at the unit prices shown in the contract and shall not be entitled to any claim for damages, loss or profits or increased cost by reason of such increased, altered, or modified work when within the prescribed limits.

Canceled or Omitted Work – Payment for work canceled or omitted after materials therefore have been ordered or preparatory work begun shall be made on the basis of actual costs incurred by the Contractor prior to the date of cancellation or omission, with no allowance for anticipated profits or overhead. Acceptable material on the site or on irrevocable order but which are not used due to such cancellation or omission shall be purchased from the Contractor by the Owner provided the Contractor cannot use or dispose of said materials; said purchase price to be the actual invoice cost plus the cost of handling and storing except the amount paid for handling and storing shall not exceed five percent (5%) of the invoice cost. Cancellations or omissions, when effected in accordance with the proper procedures set forth hereinbefore and above, shall not entitle the Contractor to any claim or damages or loss of profits on work not permitted to be completed in whole or in part, and shall not violate or annul the other terms and conditions of the contract.

Measurement – In measuring work for payment the actual length, width, depth, area, contents or number only shall be considered, and the length shall be measured along the centerline of the work whether straight or curved. No extras of any kind will be allowed unless covered by written order or agreement specifically describing such extras.

Contractor's Breakdown Estimates – In the event that the contract is based on a lump sum bid, or contains one or more lump sum items for which partial payments are desired, the Contractor shall prepare and submit to the Owner for approval a breakdown estimate for and covering each such lump sum bid item. Each breakdown estimate, showing the estimated total number of construction units for each kind of work and the value of each unit, shall be submitted prior to the inclusion in any monthly or other partial payment estimate of any work covered thereby. Some work items, such as small piping or wiring which are difficult to breakdown or measure for payment may be lump sum priced in the breakdown estimate, but any fixtures or equipment installed in connection therewith should be priced separately.

Each price listed shall include all overhead and other costs and Contractor's profit, and the total estimated value of the items of work listed in any breakdown estimate shall equal the contract lump sum price covered by such estimate. Overhead and profit are not to be listed as separate items.

An unbalanced breakdown estimate, providing for overpayment of the Contractor on items of work which would be performed first under the lump sum item or contract, will not be accepted and shall be revised and resubmitted until acceptable to the Owner.

GC-

BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016
CAMDENTON, MISSOURI

SPECIAL CONDITIONS

GENERAL DESCRIPTION OF WORK – The work to be performed under this Contract consists of the furnishing of all equipment, tools, plant and the performance of all necessary labor required for the complete construction of BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016 in accordance with the Contract Documents.

CONTRACT SPECIFICATIONS – The contract specifications which are bound herewith and which shall govern the materials and equipment furnished and the work to be performed in the construction of the work are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

No attempt has been made in the designate specifications to segregate work to be performed by any trade or subcontract under any one specification or part thereof. Any segregation between the trade or craft jurisdiction limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors.

SCOPE OF WORK – The work to be done under these specifications will consist of furnishing all equipment and labor necessary for the construction and installation of **BUILDING DEMOLITION AND TREE AND BRUSH CLEARING – 2016**.

COPIES OF PLANS AND SPECIFICATIONS – The Contractor will be furnished without cost to him, with five (5) copies of all specifications enumerated in the foregoing paragraphs, together with any and all addenda thereto. The Contractor shall keep one copy of all such specifications constantly accessible on the work site.

Additional copies of such specifications in excess of the number furnished without charge to the Contractor, may be obtained by him from the Owner for the cost of printing and delivery of the additional copies so obtained.

LICENSES, PERMITS AND CERTIFICATES – All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these Contract Documents shall be secured by the Contractor entirely at his own expense.

POWER – All power for lighting, operation of the Contractor's plant or equipment or for any other use as may be required for proper completion of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at his sole cost and expense.

COST BREAKDOWN ESTIMATE – As provided in the General Conditions, the Contractor shall prepare and submit to the City of Camden for approval, within 30 days after the award of the Contract, a cost breakdown estimate for and covering price bid as shown on the proposal. The breakdown estimate shall show the estimated total number of the construction units for each kind of work and the value of each unit. In addition, the total amount shown for each item appearing on the breakdown estimate shall be broken down, insofar as labor and material costs are concerned.

SC-1

Each price listed shall include all overhead and other costs and Contractor's profit, and the total estimated value of the items of work listed in the breakdown estimate shall equal the Contract lump sum price covered by the estimate. Overhead and profit shall not be listed as separate items.

The detailed cost breakdown estimate, after approval by the City of Camden will be used as a basis for estimating the amount of work done at such periods as may be deemed necessary.

SCHEDULE OF OPERATION – Before work is started, the Contractor shall prepare a detailed schedule of all construction operations as specified in the General Conditions. If conditions beyond the control of the Contractor justify, and the Owner approves an extension of time, the Contractor shall revise the construction schedule in accordance with the approved extensions.

The Owner may require the Contractor to add to his plant, equipment and construction forces as well as increase the working hours, if operations fall behind the approved schedule to an extent that the completion of the work within the specified time appears doubtful.

PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY – The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curbs, walks, building, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the Contract, together with all sod and shrubs in yards and parkings crossed by or adjacent to any existing improvement or proposed work, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition thereof as determined and approved by the City of Camden. All replacements of such underground construction and surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the City of Camden.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials or men to or from the work or any site thereof, whether by him or his subcontractor or subcontractors. The Contractor shall make, without delay, satisfactory and acceptable arrangements with the owner or owners of, or the agency or authority having jurisdiction over, the damaged property, surface structure, or facility concerning its repair or replacement or payment of costs incurred in connection with said damages.

BARRICADES AND LIGHTS – All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of acceptable warning lights at night, and all lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets, roads, and highway shall be so placed, and the work at all times shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, warning lights and other protective devices shall be installed and maintained in conforming with applicable statutory requirements and, where within highways rights of way, as required by the authority having jurisdiction there over.

SC-2

RESPONSIBILITY OF CONTRACTOR FOR BACKFILL SETTLEMENT – The Contractor shall be responsible, financially and otherwise, for (a) any and all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of a period of one year from and after the day of final acceptance of the entire contract under which the backfilling work was performed, (b) the refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacing, driveways, curbs, gutters, walks, surface structures, utilities, and drainage facilities, sod and shrubbery, which have been damaged as a result of said backfill settlement or which have been removed or destroyed in connection with backfill replacement operations, and (c) any and all damage claims filed with or court actions brought against the Owner for and on account of any damage or damages directly or indirectly caused by said backfill settlement.

The Contractor shall make, or cause to be made, all necessary backfill replacements, and repairs or replacements appurtenant thereto, immediately from, and after due notification to the Owner of backfill settlement and resulting damage at any designated location or locations. If the Contractor does not make the necessary repairs and the Owner deems it necessary, the Owner may make the necessary repairs at the Contractor's expense.

CLEAN UP – Immediately upon completion of the work or any usable unit thereof, the Contractor shall remove all surplus or unused materials from the vicinity of the work, leaving the entire site in a clean, sightly and pleasing condition, conforming to the grades and contours shown on the plans or designated by the Owner.

STORAGE SPACE – All materials and equipment shall be stored in a manner to preserve their quality. Storage space shall be subject to approval by the Owner and shall be provided by the Contractor.

ACCESS FOR FIRE PURPOSE – A fire lane must be kept open at all times.

SC-3

ITEM 1.0

OVERALL SITE PREPARATION

1.0 – 1 Description – This work shall consist of furnishing all labor, materials, and equipment necessary to complete the road improvements in accordance with the specifications.

1.0 – 2 Construction Procedures –

Traffic Control – Equipment and construction operations shall be limited to the minimum necessary to perform the work. The Contractor shall incorporate all traffic control measures, such as, signs,

lights, and/or flagmen, as soon as practical. The Contractor will maintain normal traffic flow and public access to the greatest extent possible.

Landscaping – Damage to existing landscaping will be corrected to the satisfaction of the City of Camden. Areas disturbed by the Contractor outside the limits of construction shall be restored at the Contractor's expense to a condition similar to or better than that prior to construction operations.

1.0 – 3 Basis of Payment – No payment will be made under Overall Site preparation. All work under this section shall be incidental to the other work.



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BALL PARK RD

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REMOVE TREES

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