



CITY OF BLACK JACK

**BID DOCUMENTS AND
SPECIFICATIONS FOR**

**EXTERIOR IMPROVEMENTS AT
BLACK JACK CITY HALL
12500 OLD JAMESTOWN ROAD
BLACK JACK, MO 63033**

PROJECT CHP 18001

**Vijay K. Bhasin, P.E.
Director of Public Works
12500 Old Jamestown Road
Black Jack, MO 63033
314-355-0400 Ext. 110
314-355-4196 (Fax)**

APRIL 2018

TABLE OF CONTENTS

	<u>Pages</u>
Advertisement for Bids.....	1
Information for Bidders	2 – 7
Proposal and Notes	8 – 12
Bid Bond	13 – 14
Performance Bond.....	15 – 16
Payment Bond	17 – 18
Maintenance Bond.....	19
Hold Harmless Agreement.....	20
Affidavit of Work Authorization	21
Contract Agreement.....	22 – 25
General Conditions	26 – 40
Special Conditions	41 – 45
Notice to Contractors Regarding Prevailing Wage Rates	46
Pictures and Map.....	Attached

ADVERTISEMENT FOR BIDS
CITY OF BLACK JACK
EXTERIOR IMPROVEMENTS
AT BLACK JACK CITY HALL
12500 OLD JAMESTOWN ROAD
PROJECT CHP 18001

Written sealed bids for Exterior Improvements for Black Jack City Hall located at 12500 Old Jamestown Road will be received at City Hall, 12500 Old Jamestown Road, Black Jack, MO 63033 until 9:00 a.m. on Thursday, April 26, 2018 and at that time publicly opened and read. Any other questions should be directed to Vijay Bhasin, City Engineer.

Vendors must agree to comply with Prevailing Wage Rate Provisions and other statutory regulations as referred to in these specifications. Each bid must be accompanied by a cashier's check or certified check, or a bid bond executed by the bidder and approved surety company, and payable to the City, in an amount not less than ten percent (10%) of the sum of your bid. No bid may be withdrawn for a period of sixty (60) days, subsequent to the specified time for receipt of bids. After Thursday, April 5, 2018, specifications and contract documents will be on file and may be inspected at no charge. This set of documents can be procured from the City by paying a non-refundable amount of Forty Dollars (\$40.00) cash or money order or download free at www.cityofblackjack.com. These can be procured from the City Clerk's Office.

All bidders must agree to comply with the Prevailing Wage Rate Provisions and other statutory regulations including City Ordinance No. 974. Contractors to post Performance/Payment Bond and Insurance Certificate to match City requirements.

Please print on the outside of sealed envelope, "Bids for Exterior Improvements at Black Jack City Hall – Project CHP 18001" which contains your bid.

Karen E. Robinson, MRCC-S/CMC
City Clerk

**THIS BID CAN BE DOWNLOADED FREE OF CHARGE AT
WWW.CITYOFBLACKJACK.COM (PLEASE SIGN-IN ON THE WEB
PRIOR TO DOWNLOADING BID) OR CAN BE PICKED UP AT
BLACK JACK CITY HALL FOR \$40.00 CASH OR MONEY ORDER**

NOTE:

Different vendors of specialized fields are encouraged to provide bids, pertaining to their business trade/s.

INFORMATION FOR BIDDERS

1. **Scope of Work:**

The current City Hall entrance, fascia, soffit, gutters and downspouts need to be removed and replaced with proper and maintenance free materials to help increase the aesthetic value of the City Hall. See "Scope of Work" listed on page 7.

All work to meet St. Louis County requirements.

The Contractor is to obtain all permits (from St. Louis County) at Contractor's cost and comply with applicable E-Verification and Prevailing Wages requirements. Each member of Contractor's on-site crew must be 10-Hour OSHA Certified at a minimum.

2. **Inspection of Site and Working Conditions:**

Bidders or their authorized agents shall visit the locality of the work and inform themselves fully of the conditions relating to construction and labor under which the work will be performed.

3. **Check of Specifications by Contractor:**

The Contractor shall read thoroughly the specifications to assure him/her that he/she understands what materials the City wants him/her to use. The Contractor shall not be permitted to use to his/her advantage any omission or error in the Specifications or contract documents and the City retains the right to issue new instructions in the form of addendum to the bid documents or change orders to the contract documents for such error or omission and the Contractor shall carry out such instructions as if originally specified.

If the Contractor incurs additional costs for work performed pursuant to additional information which could not reasonably be inferred from the Specifications or field conditions, such additional costs will be paid for by the City in accordance with the Contract provisions.

4. **Interpretation of Contract Documents:**

If the bidder has any questions which arise concerning the true meaning or intent of the Specifications, or any part thereof, which affect the cost, quality, quantity, or character of the project, he/she shall request in writing that an interpretation be made and an addendum be issued by the engineer, which shall be delivered to all bidders to whom specifications have been issued. This written request should be at least five (5) working days prior to opening of the bid. Failure to request an addendum shall not relieve the Contractor from delivering the completed project in accordance with the intent of the Specifications.

5. **Intent of Specifications:**

The general intent of the Specifications is to state what material and procedures are to be used in accomplishing the work.

6. Qualifications of Bidders:

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

7. Equivalent Material:

Wherever definite reference is made in these Specifications to the use of any material or equipment, it is to be understood that any equivalent material or equipment may be used which will perform adequately the duties imposed by the general design, subject to the approval of the Director of Public Works. The Contractor will indicate the substitution of materials in the bid documents.

8. Bid Security:

Each bid must be accompanied by a deposit of not less than ten percent (10%) of the amount of the bid. The deposit shall consist of a certified check, a cashier's check or bid bond, payable to the City of Black Jack. Checks or bid bonds will be returned within thirty (30) days after the date the bids are formally opened, except those deposited by the three (3) lowest bidders, which with the exception of the bid security of the successful bidder will be returned within fourteen (14) days after the execution of the Contract between the successful bidder and the City. The bid security of the successful bidder will be returned to him/her without interest when the Contract is executed, and a satisfactory performance bond is delivered to the City.

9. Preparation of Bids:

Bids must be made upon the prescribed forms attached to these Specifications. Only sealed bids will be considered; all proposals otherwise submitted will be rejected as irregular.

The City is exempt from all sales taxes, which might otherwise be lawfully assessed. **The bidder does not have to include the cost of sales taxes in his/her bid prices.** A tax-exempt number will be provided to the successful bidder for use in purchasing materials the date the Contract is signed.

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

10. Bid:

The bid for the project shall include the costs of all labor, materials, tools and equipment required to complete the project as described herein.

11. Compensation for Altered Quantities:

When the accepted quantities of work vary from the quantities in the bid schedule, the

Contractor shall accept as payment in full, so far as Contract Agreement items are concerned, payment at the original Contract unit prices for the accepted quantities of work done.

12. Alterations:

Alterations by erasures or interlineations must be explained or noted in the Proposal over the signature of the bidder.

13. Signatures:

A Proposal by a person who affixes to his/her signature the word "President," "Secretary," "Agent," or other designation, without disclosing his/her principal, is the proposal of the individual. That by a corporation should be signed with the name of the corporation followed by the signature of the president, secretary, or other person authorized to bind it in the matter, who should file evidence of his/her authority to do so.

14. Residence of Bidders:

The place of residence and post office address, with County and State of every bidder, and telephone number, must be given after his/her signature.

15. Submission of Proposal:

The Proposal and the Bid Security guaranteeing the same shall be placed in a sealed envelope addressed to Karen Robinson, City Clerk, 12500 Old Jamestown Road, Black Jack, MO 63033, and marked Sealed Bid for the "Exterior Improvements at Black Jack City Hall 12500 Old Jamestown Road" Project CHP 18001 on the outside of the envelope.

16. Withdrawal of Proposals:

If a bidder wishes to withdraw his/her Proposal, he/she may do so before the time fixed for the opening, without prejudice to him/her. No bidder may withdraw his/her Proposal for a period of thirty (30) days after the scheduled closing time for the receipt of bids.

17. No Bids Received After Time Set for Opening:

No bids received after the time set for opening will be considered.

18. Right to Reject Bids:

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

19. Bidders to be Present:

Bidders are invited to be present at the opening of the bids.

20. Comparison of Bids:

The Contract will be awarded to the bidder submitting the lowest and best **responsive** bid, considering the Contractor's experience and ability to do the work.

21. Award of Contract:

If, within fourteen (14) days after he/she has received notice of acceptance of his/her bid, the successful bidder shall refuse or neglect to come to the office of the City Clerk and execute the Contract, and furnish the required Performance Bond, properly signed by the Contractor, and the surety or sureties satisfactory to the City as hereinafter provided, the bidder or bidders shall be deemed to be in default and shall forfeit his/her bid deposit.

22. Performance and Payment Bonds:

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

The Surety shall be a corporate surety company or companies of recognized standing, licensed to do business in the State of Missouri and acceptable to the City.

23. Notice to Proceed:

A written notice to begin construction will be given to the Contractor by the City within twenty-one (21) days after the Award of Contract. The time for completion of the project shall begin to run on the date established in this notice.

24. Time of Completion:

The bidder agrees that construction work shall begin within three (3) days after receipt of written notice to proceed and shall be carried on at a rate to secure the full completion of all aspects of the Contract within forty-five (45) calendar days from the date of Owner's written notice to proceed, the rate of progress and the time of completion being essential conditions of the Agreement.

25. Liquidated Damages:

The bidder further agrees that, should he/she fail to fully and finally complete the Work in the time specified or such additional time as may be allowed by the Engineer under the Contract, the amount of liquidated damages to be recovered in accordance with requirements of **Sec. 108.7 of the Standard Specifications** shall be as follows:

Liquidated Damages per Day: \$500.00 per Calendar Day. The bidder acknowledges and agrees that the damages amounts set forth herein are based upon a reasonable approximation of the City of Black Jack's actual damages in such event and constitute agreed and liquidated damages and are not a penalty.

26. Bid Security Returned to Successful Bidder:

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

27. Indemnification and Insurance:

Before commencing any work under this Contract, the successful bidder will be required to

procure and keep in effect during the period of work thereon, at the bidder's own cost and expense, the insurance specified in the General Conditions of these Specifications, indemnifying and holding harmless the City of Black Jack.

28. Assignment:

No assignment by the bidder of the Contract or any part thereunder by the bidder will be recognized, unless such assignment has had the approval of the City, and the Surety has been given due notice of such assignment in writing in accordance with the terms of its bond.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

29. Affidavit of Work Authorization:

Pursuant to Section 285.530 of the Missouri Revised Statutes, the successful bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, duly executed and notarized copy of the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

30. Occupational Safety and Health Administration Construction Safety Program:

Pursuant to Section 292.675 of the Missouri Revised Statutes and the General Conditions, bidder, if awarded the Contract, shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for the bidder's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. Bidder shall require each of its subcontractors to provide a construction safety program in accordance with this provision.

Scope of Work

The current City Hall (photo attached) entrance, fascia, * soffit, gutters and downspouts (D/S) (may or may not) need to be removed and replaced with proper and maintenance free materials to help increase the aesthetic value of the City Hall.

1. The vendor will place a bid with descriptions of proposed materials complete with photographs and product data explaining new type of materials.
2. All new finished surfaces will be “white” to match the existing entrance. Contractor to paint white color to areas, being not removed and replaced (as shown on enclosed sketch). Care to be taken to not damage the roof, solar panels, wiring, connectors, utilities, etc.
3. Proper attention be given to not damage any existing materials while removing the boards and save D/S, in case City decides to reuse those. The decision will be made during award of the project. Existing D/S are connected with underground 4-inch roof drain (sketch enclosed) and will remain in use.
4. Installation of new 0.032-inch-thick aluminum gutters and down-spouts with downspout extensions to be of 4-inch minimum width to match exactly with existing unit size. Proper gutter hangers to be provided in case of new or existing gutters.
5. Wire mesh screens to be provided with proper attachments to gutters for controlling leaves and debris.
6. All gutters to be seamless and fit properly to the building conditions. New material to match exact dimensions of existing gutters for water capacity. All efforts to be made to not damage the landscaped areas. Proper installation by professional members will be done.
7. Gutters will be provided with pitch of 1/6 inch per one foot. No low or high spots will be acceptable. All existing downspouts to be properly anchored to new gutters and fascia boards or building faces and to carry water away from building.
8. Pre-vented soffit boards with proper soffit joint trim to be installed.
9. Fascia boards to be about 22 inches wide and soffit to be about 48 inches. Vendor to measure these items prior to bidding.
10. Existing vestibule boards will be removed and replaced with similar materials like fascia or soffit. The vendor will propose the materials. The finish surface will have 2 coats of paint, color and pattern to be decided by the City at the time of award. All existing utilities will remain workable after completion of this project. New light fixtures with ‘LED’ lights will be provided & vendor to provide cost and type of fixtures.

**Fascia boards are usually the long boards that run along the lower, outer edge of the roof. They hold the gutters and are connected to the soffits, or the part below gutters.*

Composite lumber is made from a mix of recycled wood chips, plastic and sawdust that is bound together with epoxy resin. This material can be used to make fascia boards. James Hardie product is a type of fiber cement trim.

PROPOSAL FOR EXTERIOR IMPROVEMENTS AT BLACK JACK CITY HALL
12500 OLD JAMESTOWN ROAD BID SHEET

PROJECT CHP 18001

Date: _____

City of Black Jack
 12500 Old Jamestown Road
 Black Jack, MO 63033

Gentlemen/Ladies:

In accordance with the Advertisement for Bids inviting proposals for the above project in the City of Black Jack, Missouri, subject to the conditions and requirements of the General Conditions, the Special Conditions and Technical Specifications (if applicable), the undersigned herewith proposes to provide the specified item within Forty-five (45) calendar days after receipt of notice to proceed.

The Contractor is to provide proposed qualifications, and pamphlets about the proposed Exterior Improvements at Black Jack City Hall 12500 Old Jamestown Road being bid under this proposal.

Please attach the manufacturer's product information/ data, specifications, photos, and warranty information for proposed materials.

The Contractor will be paid for all the work completed and based on the following prices:

Item #	Description	Quantity	Unit Price	Total Cost
1	Removal and replacement of Fascia (about 22 inches wide) and Soffit (varies in width from 48+ inches) with new material. <input type="checkbox"/> Vinyl <input type="checkbox"/> Wood <input type="checkbox"/> Aluminum <input type="checkbox"/> Composite Lumber	400 Ln. Ft.	\$ _____	\$ _____
2	Removal and replacement of 0.032-inch-thick aluminum gutters of seamless material		\$ _____	\$ _____
3	Providing leaf control, wire mesh screens to gutters	400 Ln. Ft.	\$ _____	\$ _____
4	Removal and replacement of existing minimum 4" wide downspouts (a)		\$ _____	\$ _____

5	Removal and replacement of vestibule materials with new boards. (as shown on attached drawing)		\$ _____	\$ _____
6	Removal of lights with new "LED" lights of comparable wattage	L.S.	\$ _____	\$ _____

1. These quantities are approximate, and the contractor will be paid "on actual" measured quantities.
2. The Contractor to haul away all the old debris and material.
3. Item #2 – The location and size of gutters and down-spout pipes to remain the same as currently being used. All new seamless gutters of equal capacity will be provided.
4. All existing downspouts members will be properly anchored to the walls by using existing or brand-new hangers, nuts, bolts and all old holes will be sealed properly.
5. Item #4 – Existing downspouts will be removed from gutters to the wall. Existing D/S attached to the wall and connected underground will not be disturbed. Care to be taken to not dump any debris in existing underground system.
6. Item #5 – Existing lights and electrical systems will not be disturbed. Two or three-color design to match existing style could be offered by the vendor.
 - (a) In case City wants to replace existing D/S with new materials. The vendor to advise the limits of old & new materials

All prospective vendors are advised to visit the site prior to placing a bid with the City to understand the field conditions and precise situations around the City Hall.

Enclosed is a suitable bid security in the amount of

_____ Dollars (\$_____), as required by the Advertisement for Bids. This sum shall be forfeited to the City of Black Jack if the party or parties making this proposal fail to enter into the Contract with approved securities within seven (7) days after the award of the Contract has been made.

The undersigned party or parties have visited the project site and have examined the specifications for, and the location of, the project, and have satisfied himself/herself as to the work to be done and the conditions under which it must be carried out.

Firm Name _____

Signature _____

Name/Title _____

Address _____

Phone No. _____

Cell No. _____

Fax No. _____

E-Mail _____

Date _____

Notes:

1. Contractor's bid and material prices included in same shall not be subject to escalation for the period of twelve (12) months after the deadline to submit bids.
2. All work to be done in accordance with the rules and regulations of St. Louis County.
3. The Contractor will acquire all necessary building permits from St. Louis County.
4. Contractor will provide all necessary coordination with his or her subcontractors, suppliers, and St. Louis County's Permitting Department.
5. The City will waive its street excavation permit fee, but the contractor and all subcontractors shall pay all necessary permit fees to outside agencies and will acquire all necessary permits from all jurisdictions prior to start of work.
6. Contractor shall comply with all applicable building and electrical permit requirements.
7. City will decide between different options or equipment at the time of making final decision.
8. **Prior to commencement of any work, Contractor shall provide to Owner an insurance certificate evidencing the required insurance coverage specified in Section 35 of the General Conditions.**
9. The Contractor shall provide Performance and Payment Bonds for 100% of the contract value in the form provided with this Request for Proposals.
10. The Contractor shall complete all of its work in a good and workmanlike manner, free of defects, and in accordance with industry standards as well as in accordance with the plans and specifications. No bumps, pits, or defects in the finished asphalt surfaces shall be accepted. Contractor shall inspect the site prior to bidding and inform itself / himself / herself fully of the conditions relating to construction and labor under which the work will be performed.
11. Owner or its representative's presence on site will not relieve the contractor from liability for failure to complete all of its work in a good and workmanlike manner, free of defects, and in accordance with industry standards as well as in accordance with the plans and specifications.
12. The Contractor and all subcontractors shall pay the Prevailing Wages under this public works project.
13. Contractor will furnish a certified copy of its payroll report, if the Missouri Prevailing Wage Law found in the Revised Statutes of Missouri sections 290.210 through 290.340, and the regulations promulgated thereunder (the "Missouri Prevailing Wage Law") are applicable, and Lien Waivers with each request for payment.
14. All material and equipment installation shall comply with manufacturer's guidelines. No variations will be accepted.
15. Contractor to provide manufacturer's product information / data, specifications and manufacturer's warranty information pertaining to the products being included in this bid.
16. All work and material to be guaranteed to be free of defects for one (1) year. This one-year period shall begin upon the date on which final payment becomes due under the Agreement applicable to the project. Contractor shall provide a Maintenance Bond for 10% of the contract value in the form provided with this Request for Proposals.

17. The Contractor will clean the entire site after completion of the work.
18. Work to start within 5 days of the Notice to Proceed. All work to be completed in 45 calendar days. Liquidated damages of \$500/day will be assessed for work not completed within the assigned time.
19. Some of the above said line items are approximate quantities. The City will pay on the actual quantities placed in the field based on unit prices. The City may increase or decrease the quantities.
20. The Contractor shall advise the Owner at the time of this bid if he or she proposes to use any material under the "or equal" clause (Section 5 of the General Conditions). Contractor will furnish the names of all sub-contractors and appropriate cost of their proposed work with the bid.
21. Contractor shall contact the appropriate authority (i.e., Missouri One Call) to identify and locate any subsurface utilities at least 72 hours prior to commencing the Work.
22. All restoration of disturbed areas will be incidental to this work. If more than one contractor is working in the same area, each contractor will rectify his or her disturbed/damaged area.
23. All work is to be performed in a safe manner.
24. The Contractor is to provide all the following documents with final invoice:
 - All lien waivers
 - Copy of final approval from St. Louis County.
 - Certified copy of signed payroll and affidavit of wage rate compliance, if the Missouri Prevailing Wage Law is applicable.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____
_____ hereinafter called the "Principal", and the _____
_____ hereinafter called the "Surety", are held and firmly bound unto the _____
_____, hereinafter called the "Obligee" in the full and just sum of
_____ Dollars (\$_____), good and lawful money
of the United States of America, to the payment of which said sum of money well and truly to be
made and done, the said Principal binds himself, his heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, and DATED, this ____ day of _____, 20____.

The conditions of this obligation are such that if any award is made within thirty (30) days from the date of this instrument by said Obligee to the above bounded Principal under an Invitation for Bids for Exterior Improvements for Black Jack City Hall, 12500 Old Jamestown Road, Black Jack, MO 63033 - Project CHP-18001, pursuant to the Specifications prepared by Vijay K. Bhasin, P.E., Director of Public Works, it shall be accepted by said Principal, and said Principal shall enter into a Contract for the completion of said work as required and give bond with good and sufficient sureties, subject to the approval of Obligee, for the faithful performance thereof, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided: First, that the liability of the surety shall in no event exceed the penalty of this bond.

Second, that any suits at law or proceedings in equity brought or to be brought against said surety to recover any claim hereunder must be instituted within eighteen (18) months from the date of this instrument.

Principal

Attest:

By: _____
(Title)

(Principal) Secretary

(Seal)

Witness as to Principal (Signature)

By _____
(Signature)

Witness as to Principal (Print Name)

(Print Name)

(Address)

(Title)

(Address)

(Address)

(Address)

ATTEST:

Surety

Witness as to Surety

By _____
Attorney in Fact

(Address)

(Address)

(Address)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

as Principal, hereinafter called Contractor, and _____

_____ as Surety, hereinafter called Surety, are held and

firmly bound unto the City of Black Jack, Missouri as Obligee, hereinafter called Owner, in the

amount of:

_____ Dollars

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their

heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these

presents.

WHEREAS, Contractor has by written agreement dated _____

Entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by the City of Black Jack which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest

responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____ A.D., 20__.

IN THE PRESENCE OF

(Principal)

Principal

(Title)

(Surety)

(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter call Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____, in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind successors, assigns, and ourselves
jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 20____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, corporations and otherwise furnishing any and all materials incorporated,
consumed or used in connection with the construction of such work, and all insurance premium,
both for compensation, and for all other kinds of insurance, said work, and for all labor
performed in such work, provided for in such contract and any authorized extension or
modification thereof, then this obligation shall be void, otherwise to remain in full force and
effect.

PROVIDED, FURTHER, 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 hereunder or 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 right 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
_____, 20_____.

ATTEST:

_____	_____
(Principal) Secretary	Principal (print)
_____	(Seal)
_____	By _____
Witness as to Principal (Signature)	(Signature)
_____	_____
Witness as to Principal (Print Name)	(Print Name)
_____	_____
(Address)	(Title)
_____	_____
(Address)	(Address)
_____	_____
	(Address)

ATTEST:

_____	_____
Witness as to Surety	Surety
_____	By _____
(Address)	Attorney in Fact
_____	_____
(Address)	(Address)
_____	_____
(Address)	(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

MAINTENANCE BOND

BOND _____

KNOW ALL BY THESE PRESENT, that we, _____ as Principal, and _____, a corporation organized under the laws of the State of _____ and duly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Black Jack, Missouri as Obligee, in the penal sum of _____ (\$_____) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these present.

WHEREAS, the said Principal entered into a Contract with the City of Black Jack, Missouri dated _____ for Exterior Improvements for Black Jack City Hall, 12500 Old Jamestown Road, Black Jack, MO 63033 - Project CHP-18001.

WHEREAS, said Contract has been completed, and was approved on _____ day of _____, _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly and satisfactorily remedy any defective materials or workmanship which becomes apparent during the period of One (1) year following the date on which final payment under the Contract becomes due _____ then this obligation shall be void, otherwise to remain in full force and effect such that Surety shall promptly and satisfactorily remedy any defective materials or workmanship which becomes apparent during the aforementioned One (1) year period in the event that Principal fails to timely and properly effect such remedy and Obligee declares Principal to be in default hereunder. However, any additional warranty or guarantee whether expressed or implied is extended beyond the One (1) year period by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signature

HOLD HARMLESS AGREEMENT

Date: _____

We _____

agree to protect indemnify save and keep harmless, City of Black Jack, Missouri, its agents and servants, and employees against and from any and all loss, cost damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned parties from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during period commencing _____ at the premise of the City of Black Jack, Missouri.

Contractor: _____

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

(For Exterior Improvements at Black Jack City Hall at 12500 Old Jamestown Road)

Project CHP 18001

THIS AGREEMENT made the _____ day of _____, 20__ by and between _____ hereinafter called the "Contractor", and the City of Black Jack, Missouri, hereinafter called the "Owner".

WITNESSED, that the Contractor and Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The current City Hall entrance, fascia, soffit, gutters and downspouts need to be removed and replaced with proper and maintenance free materials to help increase the aesthetic value of the City Hall.

All work to meet St. Louis County requirements.

The Contractor to obtain all permits (from St. Louis County) at Contractor's cost and comply with E-Verification and Prevailing Wages requirements, if applicable. Each member of Contractor's on-site crew must be 10-Hour OSHA Certified at a minimum.

The minimum specifications in the bid document are included as part of this Contract Agreement by reference.

ARTICLE 2. TIME OF COMPLETION

All the work shall be completed within Forty-Five (45) calendar days from the date of written notice. The details are included on Page 5 of Information for Bidders.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Final payment at the unit prices stated in the Contractor's Proposal for the accepted work completed shall be due thirty (30) days after acceptance and completion of the work, provided the contract be then fully performed, subject to the provisions of the General Conditions and of the Special Conditions. Contractor will furnish a certified copy of its Lien Waivers with each request for payment.

The Contractor shall provide all the following documents with final invoice:

- All lien waivers
- Affidavit of wage rate compliance
- Copy of final approval from St. Louis County.
- Certified copy of signed payroll and affidavit of wage rate compliance, if the

- Missouri Prevailing Wage Law found in the Revised Statutes of Missouri sections 290.210 through 290.340, and the regulations promulgated thereunder are applicable

ARTICLE 4. CONTRACT DOCUMENTS

The Contract Documents consist of this Contract Agreement and the manual titled City of Black Jack Specifications for Bid Documents and Specifications for Exterior Improvements at Black Jack City Hall, 12500 Old Jamestown Road- Project CHP-18001 in the City of Black Jack and dated April 2018 including without limitation, the Advertisement for Bids, the Information for Bidders; the Pricing of the materials and Work found in the Contractor's Proposal (exclusive of terms and conditions in the Contractor's Proposal); the Bid Bond; the Performance Bond; the Payment Bond; the Maintenance Bond; the Hold Harmless Agreement; Affidavit of Work Authorization; the General Conditions; the Specific Conditions; and all modifications and addenda incorporated in the documents before the execution of this Contract Agreement and are fully a part of the Contract Agreement as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral.

ARTICLE 5 WARRANTY

Contractor warrants that its work, including all labor, material and workmanship, shall be free from defects for the period of one (1) year after the date on which final payment becomes due under this Agreement.

ARTICLE 6.

Contractor will comply with Prevailing Wage Rate Provisions and other statutory regulations, applicable to this project.

ARTICLE 7.

Contractor will comply with Prevailing Wage Rate Provisions and other statutory regulations, applicable to this project.

ARTICLE 8.

The contractor will not damage any items, outside the scope of this work. All disturbed areas will be properly repaired.

ARTICLE 9. CONTRACT SUM

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars (\$_____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 10. PERFORMANCE AND CONTRACTOR'S BOND

Contractor shall provide a Performance Bond and Contractor (Payment) Bond as required by the Contract Documents and in accordance with Section 107.170 of the Revised Statutes of Missouri.

ARTICLE 11. MAINTENANCE BOND

Contractor shall provide a Maintenance Bond as required by the Contract Documents and in accordance with appropriate amount as described in applicable section of this Bid Document.

ARTICLE 12. WORKING HOURS

City Hall is open Monday through Friday from 8:30 a.m. to 5:00 p.m. Contractor shall complete all work during these hours. No evening or weekend work will be allowed. City Hall will be operating its business as normal during the Project. Contractor must use best efforts to avoid unnecessarily disturbing or disrupting the employees and visitors.

ARTICLE 13. SUBCONTRACTORS

Prior to beginning its work, Contractor will furnish the names of any and all subcontractors that Contractor intends to use / hire for the Project, if any.

ARTICLE 14. INSURANCE

Prior to commencement of any work, Contractor shall provide to Owner an insurance certificate evidencing the required insurance coverage specified in Section 35 of the General Conditions.

ARTICLE 15. GOVERNING LAW

This Contract Agreement shall be construed and governed in all respects according to the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

[SIGNATURE PAGE TO FOLLOW]

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

For the Owner

Mayor Norman McCourt

Vijay K. Bhasin, P.E., Director of P.W./City Engineer

Attest:

City Clerk

For the Contractor

Corporate Name (If a Corporation)

By _____
President (If a Corporation)

(If a Co-Partnership)

Attest:

Clerk or Notary Public

Secretary

GENERAL CONDITIONS

1. Definitions

The following terms used in the Contract Documents are respectively defined as follows:

- a. "Owner" or "City" City of Black Jack
- b. "City Engineer" The City Engineer, an employee of the City of Black Jack
- c. "Engineer" The engineer or engineering firm engaged by the City to design the Project and if otherwise so identified in the Contract Documents to serve as the "Engineer" during construction administration of the Project; and in the absence of any such individual or firm for the Project, the "Engineer" shall be the "City Engineer".
- d. "Contractor" The person, firm or corporation to whom the within Contract is awarded by the City of Black Jack and who is subject to the terms and conditions of the Contract Documents.
- e. "Subcontractor" A person, firm or corporation, performing any part of the Contractor's obligations hereunder at the site of the work, excluding, however, the furnishing of standard materials and other materials not worked to a special design under the Plans and Specifications for the work. The term "Subcontractor" includes each subcontractor at every tier performing or furnishing a portion of the Work, whether that person or entity is a subcontractor directly or indirectly to Contractor.
- f. "Contract Documents" The Advertisement for Bids, the Information for Bidders, the Contractor's Proposal or Bid, the signed Contract, the Payment and Performance Bonds, the General Conditions, the Special Conditions, the Specifications and Plans, including all modifications thereof incorporated in the documents before their execution, and any other document incorporated by reference in the signed Contract.
- f. "Work" The furnishing of all labor, materials, equipment, services, supervision, temporary utilities, work, and incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
- g. "Consultant" City-hired outside individual or firm to provide technical assistance in connection with the Project.

2. Order of Completion

The Contractor shall complete any portion or portions of the Work in such order of time as the Owner may declare necessary by reason of an emergency. Moreover, the Contractor shall perform the Work in a sequence so as to cause the least convenience to the public and the City's taxpayers. Also, in the event that a particular sequence or activity of the Work interferes with the work by another contractor or by the City itself, City Engineer is authorized to determine how the interference should be eliminated or minimized.

3. Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination of the Contract Documents as well as the careful examination and investigation of the Project site(s), satisfied itself as to the nature and location of the Work, the conformation and elevations of the ground, the character, quality and quantity of the materials to be encountered anywhere within or near the Project, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which may in any way or manner affect the performance of the Work required under the Contract Documents.

No official, agent or employee of the Owner is authorized to make any representations as to the materials or workmanship performed by a contractor or anyone else other than by Contractor, or the conditions to be encountered, and the Contractor agrees that no such statement or the evidence of any document or plan, not a part of the Contract Documents, shall constitute any grounds for a claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained or otherwise be binding on the Owner.

It is understood and agreed that the Contractor has informed himself/herself/itself fully as to the conditions relating to construction and labor under which the Work will be performed and agrees as far as possible to employ such methods and means in the carrying out of the Work as will not cause any interruption or interference with the work of any other contractor or the City.

4. Materials, Services, and Facilities

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time (the "Contract Time") established by the Contract Documents.

All the Work at the Project site(s) shall be performed during regular working hours, Monday through Friday. No work shall be performed on Saturdays, Sundays, or legal holidays unless and only to the extent Engineer authorizes same in writing in advance thereof.

5. “Or Equal” Clause

Whenever in any of the Contract Documents an article, appliance, device, material, or item or piece of equipment is designated by the name of the manufacturer, vendor, or by any proprietary name and such name is not followed by the words “or equal,” it shall be deemed that such words “or equal” do follow such designation, unless the context clearly requires a contrary construction. Any such item which satisfies the standards fixed for the specified item may be used in lieu of the item specified by the Plans, Specifications or other Contract Documents, provided that the item proposed is first submitted to and approved by the Owner or his authorized representative in accordance with the provisions governing substitutions.

6. Royalties and Patents

The Contractor shall hold and save the Owner and its officials, agents, servants, and employees harmless from any claim, cause of action, demand or liability of any nature or kind, including costs, expenses and reasonable attorneys’ fees, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

7. Permits and Regulations

Contractor shall be solely responsible for ensuring that all permits and licenses of a temporary nature necessary for the prosecution of the Work are secured and paid for by the Contractor or its Subcontractors.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. The Contractor is required to observe all laws, ordinances, rules and regulations relating to the obstructing of streets, sidewalks or other public right-of-ways, obstructing of driveways, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting Contractor, any Subcontractor, or any of their respective employees or the work of Contractor or any of its Subcontractors in relation to the Owner or any other person or entity, and also generally to obey all laws, rules, regulations, and ordinances controlling or limiting the Contractor and its Subcontractors while engaged in the prosecution of the Work under the Contract Documents. If the Contractor observes that the Plans, Specifications or other Contract Documents are at variance with any such laws, regulations, rules or ordinances, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, and without such notice to the Owner in advance thereof, Contractor shall bear all additional costs of whatever nature arising therefrom.

8. Protection of Work, Persons, Property, etc.

The Contractor shall protect and support all existing underground, overhead and other utilities.

9. Surveillance and Examination of the Work

The Owner and Owner's authorized representatives shall, at all times, have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities to permit such access and surveillance.

The Work is to be done under the surveillance of the Owner or Owner's authorized representatives. The duties of Owner's authorized representatives only run to the City and not to the Contractor or any Subcontractor. Such surveillance is for the purpose of examining the Work from time to time as it is under construction for determining, consistent with the City's best interests, conformance with the Plans, Specifications and other Contract Documents, but the presence or absence of any such surveillance is in no manner to be presumed to relieve in any degree the responsibilities or obligations of the Contractor or its Subcontractors. Neither the City nor the Engineer has any obligation or responsibility to address or consider, nor is any City official or employee or Engineer authorized to address or consider, Contractor's means, methods, or techniques affecting job site safety, as Contractor and its Subcontractors are fully and completely responsible for such means, methods and techniques and for making the job site safe for the construction workers, the public and others.

If the Plans, Specifications, or other Contract Documents, or if the Owner's instructions, laws, ordinances, or any public authority, require any part of the Work to be specially tested or approved, the Contractor shall give timely notice to Engineer of its readiness for such examination or testing, and if the inspection is by another authority other than the Owner, shall notify the Owner of the date fixed for such inspection. Contractor shall fully cooperate with Owner to permit Owner to make as many inspections as Owner deems appropriate. If any work requiring examination should be covered up without the Contractor first obtaining approval or consent of the Engineer or other proper authority of the Owner, it must, if required by the Owner or Engineer, be uncovered at the Contractor's expense to permit examination.

The Contractor shall remove, rebuild and make good at Contractor's own cost any of the Work that the Engineer determines is defectively executed or not conforming to the requirements of the Plans, Specifications and other Contract Documents. Any failure of Owner or Engineer to condemn or reject work at the time of its construction shall not be construed as an acceptance of defective work or work not conforming to the requirements of the Plans, Specifications and other Contract Documents. If any doubt exists as to the character of such work, it must, on order of the Owner or the Engineer, be taken up or removed. If found to be improper, it must be made good without additional compensation; if found to be satisfactory, the actual cost, plus fifteen percent (15%) of that removal and replacement cost, shall be added to the Contract Price by change order.

10. Removal of Improper Material

All materials to be provided by the Contractor (whether ordered by Contractor or by a Subcontractor, directly or indirectly, of Contractor) shall be of the best quality, and if the Contractor shall bring or cause to be brought on the Work, materials which do not conform to the requirements of the Contract Documents, the Owner has the right to order removal of the same forthwith while having Contractor waive any defense of

economic waste, and in case of the neglect or refusal of the Contractor or those employed by Contractor to remove such material, to cause the same to be removed at the expense of the Contractor and to deduct the cost of such removal and all other expenses incident thereto, including Consultant or experts fees and expenses, from the amounts otherwise payable to the Contractor under the Contract Documents.

11. Superintendence; Supervision or Project Manager

The Contractor must at all times have an authorized representative at the Project site during the construction of the Work with whom Owner or the Engineer may communicate, this representative to have full authority to carry out all orders given by the Owner or Engineer per the Contract Documents, and shall maintain at the Project site, during the progress of construction, a competent superintendent (which may be a full time working foreman) and any necessary assistants, all satisfactory to the Owner. In the absence of Contractor designating another authorized representative by a written notice to the Owner, Contractor's superintendent shall be Contractor's authorized representative for the Project.

The Contractor's authorized representative shall represent the Contractor in all matters involving the Contract and all directions given to him/her and all decisions made by him/her shall be as binding as if given to or made by, as the case may be, the chief executive officer of the Contractor. Directions will be confirmed in writing upon written request in each case. The Contractor shall give efficient supervision to the Work, using Contractor's best skill and attention.

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in the Contract Documents or in the layout as given by points and instructions, it shall be the Contractor's duty to immediately inform the Owner in writing and the Owner shall promptly verify the same. Any work after such discovery, until authorized, will be done at the Contractor's risk.

12. Changes in the Work

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such extra work and changes in the Work shall be executed under the conditions of the Contract Documents except that (a) the scope of the Work shall be adjusted accordingly and (b) the Contract Time shall be subject to adjustment provided Contractor has made a timely claim for extension of the Contract Time and such an adjustment is otherwise required under the Contract Documents.

In giving instructions, the Owner shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change in the Work shall be executed by Contractor unless in pursuance of a written Change Order or a written directive signed by an authorized representative of the Owner, and no claim for an addition to the Contract Sum shall be valid unless so ordered or directed by Owner in writing.

The net value of any such extra work or change in the Work shall be determined in one

or more of the following ways:

- a. The estimate and acceptance in a lump sum by both Owner and Contractor.
- b. By unit prices in the Contract Documents or as subsequently agreed upon in writing by both Owner and Contractor.
- c. By net cost and percentage for overhead and profit, or by net cost and a fixed fee for overhead and profit.

If none of the above methods is agreed upon, the Contractor, provided Contractor receives a written order or directive as above from Owner, shall proceed with the extra work or change in the Work. In such case and in the event subpart (c) above applies, Contractor shall keep and present in such form as the Owner may direct, a correct accounting of the net cost of labor, materials and equipment, together with vouchers, invoices and other evidence of costs, involved in the extra work or change in the Work. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of net value, payments on account of authorized extra work and changes in the Work shall be made on the Owner's estimate.

13. Extras

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered or directed in writing by the Owner by means of a signed Change Order or a signed directive to perform a change in the Work.

14. Claims for Extra Cost

No claims for additional payments above the Contract Sum other than such amounts as are authorized by the Owner for authorized extra work or authorized changes in the Work in accordance with the aforesaid paragraphs designated "Extras" or "Changes in the Work" will be considered or allowed.

15. Deductions for Uncorrected Work

If the Owner deems it inexpedient or not significantly beneficial to direct the correction or replacement of work injured or not accomplished in accordance with the Contract Documents, the Owner may then elect to apply an equitable credit which will be deducted from the Contract Price.

16. Delays and Extension of Time

If the Contractor is delayed or disrupted at any time in the progress of the Work by an act of, or by the neglect of, the Owner or any of the Owner's agents or employees, or by changes in the Work authorized in writing by the Owner, or by strikes or lock outs beyond Contractor's control, or by fire, an unusual delay in transportation beyond Contractor's control or unavoidable casualties, or by any other cause that in spite of the exercise of reasonable efforts is beyond Contractor's control, or by a cause which the Owner determines is not the Contractor's responsibility, then Contractor's sole remedy in such an event is an extension of the Contract Time provided the Contractor timely

submits a claim therefor. The Engineer shall determine whether a time extension is warranted, and, if so, the Engineer shall also determine the additional time for performance to be granted to the Contractor caused solely by a time extension event and not contributed to by any other cause or event.

No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Owner. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which shop drawing or other submittal responses shall be furnished by Engineer is made, then no claim for delay shall be allowed on account of failure to furnish any such response if the response is made within two (2) weeks after the Engineer received the shop drawing or submittal.

17. Suspension of Work

The Owner may at any time suspend the prosecution of the Work, or any part thereof, by giving forty-eight (48) hours' notice to the Contractor in writing; provided, however, that such advance notice is not required in the case of a matter deemed by the Owner to be an emergency or a matter in which advance notice is impracticable. The work shall be resumed by the Contractor within two (2) days after the date fixed in the written notice from the Owner to the Contractor to do so. In the event of such an Owner-directed suspension of all or any portion of the Work not caused by defective or non-conforming Work, the Owner's liability therefor shall be limited to reimbursing the Contractor for reasonable jobsite-related expenses incurred by the Contractor in connection with the Work under this Contract as a result of such suspension, and in no event shall the Contractor receive extended home office overhead or additional profit as a result of the suspension.

18. Owner's Right to Do Work

In case the Contractor fails to prosecute any portion of the Work at a rate of progress satisfactory to the Owner, or in a manner not in compliance with the Plans, Specifications or other Contract Documents, the Owner or Engineer shall, in writing, notify the Contractor to remove all cause of complaint within a time specified in such notice. If the Contractor fails to do so, the Owner may proceed to complete such portion of the Work in such manner as Owner may determine in the exercise of reasonable discretion. Alternatively, the Owner may elect to engage one or more other contractors to supplement the completion of the Work. In either case, all costs of such work shall be credited against the Contract Price.

19. Right of the Owner to Terminate Contract

If the Contractor should: (a) refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, (b) fail to make prompt payment to Subcontractors or for materials or labor, (c) disregard laws, rules, regulations or ordinances affecting the performance of the Work, or the instruction of the Owner, (d) cease operations under this Contract at any time for at least two (2) working days without Owner's written consent, or (e) otherwise be guilty of a substantial violation of an provision of the Contract Documents, then in that event the Owner may

without prejudice to any other right or remedy and after giving the Contractor and its surety forty eight (48) hours' advance written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the uncompleted and improperly completed Work by whatever method Owner may deem expedient including on a time and materials basis. In such a case, the Contractor shall not be entitled to receive any further payment until the Work is properly completed. If the unpaid balance of the Contract Price shall exceed the Owner's expense to properly complete the Work, including compensation for additional managerial, engineering, administrative, and legal services, such excess shall be paid to the Contractor. If, however, such Owner's expense shall exceed such unpaid balance, the Contractor and surety shall be jointly and severally responsible for paying the difference to the Owner. The City Engineer shall determine in writing the expense incurred by the Owner as a result of the Contractor's default.

20. Contractor's Right to Terminate Contract

If any portion of the Work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by Contractor or any of its Subcontractors, then the Contractor may, upon forty eight (48) hours' advance written notice to the Owner, terminate this Contract and recover from the Owner payment for all Work executed prior to the termination, including a reasonable mark-up for overhead and profit on the portion of the Work completed, taking into account all previous payments as well as credits and set offs authorized by the Contract Documents.

21. Removal of Equipment

In the case of the termination of this Contract before completion from any cause whatever, the Contractor, insofar as notified by the Owner to do so, shall promptly remove Contractor's equipment and supplies as so designated from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies with the expense thereof credited against the Contract Price.

22. Use of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions which may not have expired; but taking such possession and making such use shall not be deemed an acceptance of any of the Work not properly completed in accordance with the Contract Documents. If such prior use increases the cost of the performance of the Work or delays the completion of the Work, the Contractor shall promptly notify Owner of that affect and provide a reasonable estimate of the increase in costs, and if the Engineer agrees with the Contractor's claim, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

23. Owner's Right to Withhold Certain Amounts and Make Application Thereof

The Owner may withhold from payment to the Contractor such an amount or amounts as the Engineer determines to be sufficient to cover:

- a. Payments that may be earned or due to Subcontractors and suppliers for just claims for labor or materials furnished in and about the Work which Contractor has not timely paid.
- b. The amounts to remedy or complete defective portions of the Work or incomplete portions of the Work or damage to the Work.
- c. An amount to cover damage to another contractor.
- d. Amounts authorized under the Missouri Prevailing Wage Laws or the Davis-Bacon Act, depending upon which law governs.
- e. Amounts authorized by applicable law.
- f. Any damages or other amounts that are due or estimated by the Owner to become due from the Contractor to the Owner under the terms of the Contract Documents or otherwise.

The Owner shall have the right to disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. All such payments shall be treated as if made directly to the Contractor for purposes of determining the total amount paid by the Owner to the Contractor under this Contract. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

24. Damages

The Contractor, as a condition precedent to preserving a specific claim for additional compensation or damages, shall furnish the Owner a written statement of the claim within five (5) days of the event, order or decision giving rise to the claim. The written statement of claim shall contain the following: (a) a narrative of the facts and grounds supporting the claim; (b) a statement detailing the additional compensation or the amount of damages sought, with supporting cost information; and (c) a certification signed by an authorized representative of the Contractor certifying, under penalty of perjury, that the facts set forth in the written claim are true and correct to the best of the knowledge and information of the Contractor. Contractor's failure to strictly comply with this claim procedure shall constitute a waiver of any such claim that the Contractor may have otherwise had against the Owner. The decision by the City Engineer on the Contractor's claim shall be final and binding on the parties to this Contract, subject to the right of the Contractor to seek review of that decision by the Owner in accordance with these General Conditions.

25. Liens

If the Project is a public works project, the Contractor and its Subcontractors and suppliers may not file a claim for a mechanic's lien against the Project or the Project improvements.

If a Subcontractor or supplier, directly or indirectly, of Contractor files a claim for a mechanic's lien against all or any portion of the Project or the Project improvements, Contractor shall indemnify and hold Owner harmless from all liability, costs, expenses and fees resulting from that claim for mechanic's lien, including without limitation, Owner's reasonable attorneys' fees.

With respect to each Project that is not a public works project, a payment otherwise due under the Contract Documents shall not become due until the Contractor has furnished waivers signed by Contractor and the Subcontractors and suppliers in such forms satisfactory to Owner whereby Contractor, the Subcontractors and suppliers waive any and all claims against the Owner and any property interest the Owner has in the Project and any Project improvements with respect to any claims that arise or have arisen prior to the date upon which the Contractor's application for payment is submitted to the Owner.

26. Assignments

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument or assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to the Owner's rights under the Contract Documents and the law and to prior liens and interests of all person, firms, and corporations for services rendered, or materials supplied for the performance of the Work called for in this Contract.

27. Rights of Various Interests

Wherever work being done by the Owner or by other contractors within the area of, or contiguous to, the Work covered by this Contract, the respective rights of the various interests involved shall be established by the City Engineer.

28. Other Contracts

The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall promptly connect and coordinate the Work of Contractor with the work of Owner or others.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Contractor shall be fully responsible for any additional costs due to the Contractor's failure to properly perform its obligations under this paragraph.

To ensure the proper execution of Contractor's subsequent Work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the drawings. Contractor is solely responsible for all field measurements and is barred from making any claim for additional compensation or

an extension in the Contract Time due to a dimensional error or discrepancy in the Plans that the Contractor could have discovered through timely field measurements.

29. Approval of Subcontracts; Subcontractors

Unless the Invitation for Bids or the Proposal form provides otherwise, the Contractor shall include names of all its Subcontractors, proposed to work on this Project, in its Proposal.

The Contractor agrees that Contractor is as fully responsible to the Owner for the acts and omissions of each of its Subcontractors and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor or supplier, directly or indirectly, of Contractor.

30. Construction Staking and Layout

The Contractor shall be responsible for providing labor, equipment and materials necessary for construction staking and layout as required to establish the grades, elevations and alignment at the Project and as directed by the City. No separate payment will be made for construction staking and layout. The Contractor acknowledges that it prepared its bid accordingly.

31. City Engineer

The City Engineer shall have the authority to reject any and all of the Work. In addition to the City Engineer's authority as otherwise provided in the Contract Documents, the City Engineer will decide the following except and to the extent specifically delegated in writing to the Engineer (if any): All questions which may arise as to the quality, quantity and acceptability of materials furnished and the Work performed and as to the rate of progress of the Work; all questions which may arise as to the interpretation of the Plans, Specifications and other Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; all questions of classification and measurement of quantities; the proper compensation or damages for the performance or breach of the Contract by the Contractor; and all claims and disputes of any character or type whatsoever between Contractor and Owner arising out of or relating to the Contract Documents, whether in contract or otherwise. The estimates and decisions of the City Engineer, or Engineer when authorized under the Contract Documents to make the decision, if made in good faith and consistent with the Contract Documents, shall be final, binding and conclusive on the parties to the Contract, subject to the Contractor's right to seek review of that decision or estimate in accordance with these General Conditions.

32. Review of Decisions & Estimates

If the Contractor disagrees with a written decision or estimate by the City Engineer or Engineer as the case may be, the Contractor shall submit a written request for review to

the Owner within seven (7) days of the date of the City Engineer's or Engineer's written decision or estimate. The Owner shall afford the Contractor an opportunity to present relevant information supporting the Contractor's contention for a modification or change in the City's Engineer's or Engineer's decision or estimate. The Owner's written decision upon review of the City Engineer's or Engineer's decision or estimate, if rendered in good faith and consistent with the Contract Documents, shall be final, binding and conclusive on the parties to the Contract.

33. Lands for Work

The Owner shall provide the lands or property upon which the Work under this Contract is to be done and rights of access to same. Any delay in the furnishings of these lands or property by the Owner shall be deemed proper cause for an adjustment in the Contract Time only, subject to the provisions relating to timely submitting a claim for an extension of the Contract Time.

34. Cleaning Up

The Contractor shall, as directed by the Owner, remove from the property of the Owner, and from all public and private property, at Contractor's own expense, all temporary structures, rubbish and waste materials resulting from the operations of Contractor and its Subcontractors, as determined by the City Engineer. Contractor shall ensure that all streets and sidewalks affected by the Work shall, to the maximum extent possible, remain in good, passable and clean condition.

35. Indemnification and Insurance

To the maximum extent permitted by law, Contractor shall indemnify and hold Owner harmless from any and all damages, loss, costs, expenses and fees, including without limitation attorneys' fees, expert and consultant fees, and litigation-related expenses, arising out of or related to any claim, cause of action or demand involving an injury to any person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use of any property), but only to the extent the damages, loss, costs, expenses and fees were caused by the negligence or other wrongdoing of Contractor, or any Subcontractor or supplier, or by any negligence or wrongdoing by any agent or employee of any of them, regardless of whether caused in part by the negligence or wrongdoing of Owner or any of Owner's agents or employees.

Notwithstanding the foregoing, to the full extent the damages, loss, costs, expenses and fees attributable to the injury to the person or persons (including death), or attributable to the injury or damage to property, are within the limits of contractual liability coverages afforded under the commercial general liability insurance Contractor is required to maintain pursuant to the terms of this Contract, the scope of the above indemnity shall extend to all such damages, loss, costs, expenses and fees if caused at least in part by the negligence or other wrongdoing of Contractor, or any Subcontractor or supplier, or by any negligence or wrongdoing by any agent or employee of any of them, regardless of whether caused in part by the negligence or wrongdoing of Owner or any of Owner's agents or employees. Contractor acknowledges that the terms and conditions in this paragraph constitute a promise by Contractor to indemnify and hold Owner harmless for

which Contractor is obligated to provide specific limits of insurance that afford contractual liability coverage for this indemnity obligation, and Contractor further acknowledges that Contractor had the opportunity to recover the costs of Contractor's liability insurance coverages required by this Contract in the contract price set forth in the Contract.

Contractor's indemnity obligations pursuant to the above two paragraphs shall apply without any reduction in amount to be indemnified to Owner, regardless of: (a) whether the claim that ultimately triggers Contractor's indemnity obligations is made by an employee of Contractor or any Subcontractor or supplier; (b) whether that employee of Contractor or any Subcontractor or supplier has received or later receives from Contractor, a Subcontractor, or a supplier workers' compensation benefits or benefits for a claimed occupational disease in connection with the transaction giving rise to the individual's claim.

Without limiting its liability under this Contract, the Contractor shall procure and maintain at his/her expense during the life of this Contract, insurance of the types and in the minimum amounts stated as follows:

a. Worker's Compensation Insurance in full compliance with the Worker's Compensation Act of the State of Missouri and Employer's Liability coverage in the amount of \$3,000,000.

b. Commercial General Liability

Bodily Injury, Including Death	\$3,000,000 each person \$3,000,000 each occurrence
Property Damage	\$3,000,000 each occurrence \$3,000,000 each aggregate OR \$3,000,000 combined single limit

c. Commercial Automobile Liability

Bodily Injury, Including Death	\$3,000,000 each person \$3,000,000 each occurrence
Property Damage	\$3,000,000 each accident OR \$3,000,000 combined single limit

A Certificate of Insurance is required to be on deposit with Owner prior to the commencement of any work and must contain the following:

1. The City of Black Jack ("Owner") shall be named "AS AN ADDITIONAL INSURED" with respect to Contractor's Auto Liability and Commercial General Liability.
2. The Certificate of Insurance shall contain a minimum of thirty (30) days written

notice of alteration, change or cancellation to the Owner.

The Commercial General Liability policy shall include coverage for injury to or destruction of wires, conduits, pipes, mains and sewers, and other property under the surface of the ground.

Said insurance shall be written by a commercial insurance company or companies licensed to do business in the State of Missouri and satisfactory to the Owner.

Each Subcontractor of the Contractor shall be required to procure and maintain, during the life of the subcontract and thereafter as provided below, the insurance required of Contractor hereunder and comply with the provisions of this Article, including maintaining an additional insured endorsement specifically naming the Owner as an additional insured.

Notwithstanding anything seemingly to the contrary, Contractor and each Subcontractor shall continue to maintain its respective Commercial General Liability insurance coverages required by this Contract for a period of five (5) years following the completion of the Work.

36. Prevailing Wage Law

Except when the Project is federally funded and subject to the Federal Davis-Bacon Act, the Missouri Prevailing Wage Law (the Prevailing Wage Law), found at Revised Statutes of Missouri sections 290.210 through 290.340, and the regulations promulgated thereunder shall apply. Contractor is responsible for ensuring that all construction labor subject to the Prevailing Wage Laws is paid wages and benefits in full compliance with the Prevailing Wage Law, including but not limited to the requirements covering wage rates, benefit rates, and job classification. Contractor shall submit with each pay application certified payrolls from Contractor and each Subcontractor evidencing full compliance with the Prevailing Wage Law or the Davis-Bacon Act, as the case may be. Should Owner have reasonable grounds to believe one or more construction workers working at or for the Project, whether employed by Contractor or by a Subcontractor at any tier, did not receive wages and benefits in full compliance with the Prevailing Wage Law or the Davis-Bacon Act as the case may be, Owner shall investigate and Contractor in such an event shall indemnify and hold Owner harmless from all costs and fees incurred by Owner as a result, including reasonable attorneys' fees. Any failure to fully comply with the Prevailing Wage Law or the Davis-Bacon Act as the case may be, whether by Contractor or any Subcontractor at any tier, as well as any failure by Contractor to fully comply with this Article, shall be considered a substantial violation of the Contract by Contractor. As one of the conditions precedent to final payment, Contractor shall furnish to Owner an Affidavit of Compliance with the Prevailing Wage Law or the Davis-Bacon Act as the case may be, in such form as Owner may reasonably require, stating under oath that to the best of Contractor's knowledge and information, Contractor and the Subcontractors have fully complied with the requirements of the Prevailing Wage Law or the Davis-Bacon Act, as the case may be.

37. Contract Price or Contract Sum

This Article applies if all or a portion of the Work is subject to unit prices. The Contract Price or Contract Sum was established by adding the aggregate of the prices for the lump sum items and the aggregate of the amounts for the unit price items based on the estimated quantities set forth in the Invitation for Bids with respect to the unit price items. To the extent the actual quantities of unit price items vary from the estimated quantities found in the Invitation for Bids, the Contract Sum or Contract Price shall be adjusted accordingly. Nothing herein shall preclude the Owner from exercising the right to take one or more valid credits against the Contract Sum or Contract Price insofar as authorized by the terms and conditions of the Contract Documents or pursuant to law.

38. Occupational Safety and Health Administration Construction Safety Program

Pursuant to Section 292.675 of the Missouri Revised Statutes, Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for the Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. Contractor shall require each of its subcontractors to provide a construction safety program in accordance with this provision.

All employees of the Contractor and employees of the Contractor's subcontractors are required to complete the program within sixty days of beginning work on such construction project.

Any employee of Contractor or any of Contractor's subcontractors found on the Project site without documentation of the successful completion of the course required herein shall be afforded twenty days to produce such documentation before being subject to removal from the project.

Contractor shall forfeit to the City as a penalty Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or any of Contractor's subcontractors, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until both the 60-day time period for completing the training program and the 20-day period for producing the documentation have elapsed.

The City shall withhold and retain from payments otherwise due the Contractor all sums and amounts due and owing the City as a result of any such violation. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of this Section 292.675 of the Missouri Revised Statutes.

The terms of this provision shall be construed consistent with Section 292.675 of the Missouri Revised Statutes (including the definition of terms found in subsection 1 of section 292.675), and to the extent of any conflict between this provision and that statute, the requirements of the statute shall govern.

SPECIAL CONDITIONS

1. Specifications

All Work shall be performed in strict accordance with the Contract Documents presented herein, of which these Special Conditions are a part thereof. Where there are no separately prepared Technical Specifications or other project-specific specifications for the Project, the City-prepared scope of work constituting Contractor's Work shall constitute the Technical Specifications.

2. Payments

Requests for payment shall be directed to the Finance Director at City Hall, who shall refer to the Director of Public Works for verification prior to processing for payment. Final payment including all retained amounts shall be made when all the Work is properly completed, approved and accepted by the City, provided Contractor has satisfied all conditions to final payment and no grounds then exist for withholding payment. Provided no grounds exist for withholding payment, each payment will be made within thirty (30) days from receipt from Contractor of a pay application in proper form as determined by the City Engineer and also properly supported by waivers and other supporting documentation. Notwithstanding any other provision concerning payment to the Contractor or to any Subcontractor, nothing in the Contract Documents shall be construed or applied in a manner contrary to Revised Statutes of Missouri section 34.057 concerning prompt payments as required on a public works project in Missouri.

3. Standard Retainage

The rate of standard retainage required to ensure performance of the Contract is five percent (5%) of each progress payment otherwise due. Accordingly, unless grounds exist for additional retainage, each of Contractor's progress payments shall be reduced for standard retainage by five (5%) of the amount which otherwise would have been paid to the Contractor. The City Engineer, in his sole discretion, may reduce or eliminate the standard retainage on any contract payment if, in the City Engineer's opinion, the Work is proceeding satisfactorily and in a timely manner. Standard retainage shall apply only if the Work is not completed within 30 days from the date of the Agreement.

4. Progress Payments

- a. Subject to the provisions on standard retention and the other provisions of the Contract Documents, the City will pay the Contractor for all work completed by the 30th of the previous month. The City will not pay for any material stored on site and not incorporated into and forming a part of the Work in place.
- b. No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

5. Payment After Substantial Completion

Within thirty (30) days of the City Engineer's determination that the Work is substantially completed and the City Engineer's receipt and approval of the pay application covering that portion of the Work in proper form, the City shall pay the Contractor the retainage and any other unpaid contract sum, less all credits, offsets and deductions authorized by the Contract Documents or by law as determined by the City Engineer. If release of the retention is requested after Substantial Completion of the Work and there remain minor items of the Work to be completed (which includes items that were not performed in accordance with the requirements of the Contract Documents and therefore require correction in order to be properly completed), an amount equal to one hundred fifty percent (150%) of the value of each item as determined by the City Engineer shall be withheld until such item or items are properly completed in accordance with the requirements of the Contract Documents.

If the Contractor requests an inspection of the Work to evaluate whether the work is substantially complete, and the City Engineer determines that Work is not substantially complete, the City will provide a written explanation to the Contractor within 14 days.

6. Buy American

Subject to the provisions of sections 34.350 through 34.359 of the Missouri Revised Statutes, known as the "Missouri Domestic Products Procurement Act", any and all manufactured goods and commodities used or supplied in the performance of the Work under this public works contract or any subcontract for this Project shall be manufactured, assembled or produced in the United States or as permitted by NAFTA. Contractor and each Subcontractor and vendor shall provide proof of compliance in accordance with, and at such times as required by, section 34.355 of the Act or NAFTA.

7. Preference for Missouri Products

By virtue of Missouri Statutory Authority, preference will be given to materials, products, supplies and other articles produced, grown or manufactured within the State of Missouri.

8. Minority Business Enterprises

The City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into in connection with this Project, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin or any other prohibited basis in consideration for an award. The successful bidder will be required to comply with all pertinent federal and state requirements regarding equal opportunity.

9. Contractor's Warranties

Contractor warrants that all Work shall be performed in a good and workmanlike manner and in strict compliance with the plans, specifications and other contract documents. Contractor further warrants that all manufactured, assembled or fabricated materials, including those arranged for by the Contractor but purchased by the City in order to receive the sales and use tax exemption, are new, and that all materials, including those

arranged for by the Contractor but purchased by the City in order to receive the sales and use tax exemption, are free from faults or defects, and strictly comply with the requirements of the Plans, Specifications and other Contract Documents.

10. Examination of Contract Documents & the Project Site

Contractor represents that prior to the submission of its bid to the City, Contractor has carefully studied the Drawings, Specifications and other Contract Documents, and has also carefully examined all areas constituting the Project site(s). Contractor shall be liable for all additional costs, expenses and damages incurred by the City caused by the Contractor's failure to promptly report to the City Engineer in writing any error, inconsistency or omission which Contractor, through such careful study or through such careful examination of the actual conditions at the Project site(s), should have discovered.

11. Field Measurements and Verifications

Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements, conditions and other information known by the Contractor with the indications in the Contract Documents before commencing construction in that area. Any possible error, inconsistency or omission shall be promptly reported in writing to the Engineer.

12. Safety

Contractor shall be solely responsible for initiating, maintaining and supervising all appropriate safety precautions and programs in connection with the performance of the Work by Contractor and by all subcontractors at any tier, including compliance with all safety requirements of the Occupational Safety & Health Act, and the regulations and orders promulgated by OSHA, and the laws, regulations, and orders of the State of Missouri and the City of Black Jack relating to safety.

13. City's Expenses & Damages

Should the City Engineer determine that Contractor is in default and the City take any steps in an effort to investigate (including testing and consultant expenses), to cure, and/or to minimize the effects of a breach by the Contractor of any of the provisions of the Contract Documents, Contractor shall be liable to the City for the City's resulting costs, expenses and damages.

14. Contractor's Bond

The penal sum of the Contractor's Bond shall be automatically adjusted to the extent the contract sum is adjusted by Change Orders executed by the Contractor and the City. The surety on the Contractor's Bond waives notice of and presentment of any and all Change Orders, time extensions and demands. The obligations, pursuant to the terms of the Contract Bond, to properly and promptly complete the Work in accordance with the provisions of the Contract Documents and to perform all the undertakings stipulated by the Contractor to be performed and within the time mentioned in said Contract shall include, but not be limited to, all warranty work and remedial measures required after

completion of the Work and all costs, expenses and damages incurred by the City as a result of each breach by Contractor of one or more of the provisions of the Contract Documents. The terms of the Contractor's Bond shall be deemed to include each and every one of the obligations imposed on the principal and surety as established by section 107.170 of the Revised Statutes of Missouri as if the scope of the bond coverage required by the above-cited statute is set forth word-for-word in the Contractor's Bond. In this section, the term "Contractor's Bond", while in the singular, refers to both the public works bond required by section 107.170 of the Revised Statutes of Missouri, i.e., the Statutory Payment Bond, and the Performance Bond required by the Agreement and the law. Contractor's Performance Bond required under the Agreement shall be deemed amended to cover and shall be construed to cover, among other performance obligations of the Contractor, any and all performance required, including repair and replacement work, to achieve compliance with the Contractor's warranties under the Contract Documents.

15. Work, Temporary Services, etc.

Except as may be specifically stated otherwise in the Contract Documents, Contractor, as part of its Work, shall be responsible for arranging for and paying for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services, temporary or otherwise, necessary for the proper execution of the Work.

16. Storage

Contractor shall be responsible for arranging for the storage, at Contractor's cost, of all materials and construction equipment. Contractor shall bear the risk of loss or damage to any and all materials and equipment due to theft, vandalism, act of God, or otherwise.

17. Non-Waiver

No action or failure to act by the City or the Engineer shall constitute a waiver of any right afforded either of them under the Contract Documents, nor shall such action or failure to act constitute approval or acquiescence in a breach by Contractor of any of the provisions of the Contract Documents, except as may be specifically agreed to in writing between the Contractor and the City.

18. No Third-Party Beneficiary

Nothing in the Contract Documents is intended to create any third-party beneficiary rights in any Subcontractor at any tier, any supplier at any tier, any worker at any tier, or any other person or firm against the City. City's duties under the Contract Documents run to and are directed only to the Contractor and not otherwise.

19. Material Variation in Quantities

If the Engineer determines that the quantity actually required of any specified material which is subject to a unit price varies materially from the estimated quantity such that the unit price as bid is greater than it should be for the actual quantity required, the unit price shall be equitably adjusted.

20. Removal of Materials and Equipment

If the Work is stopped for fourteen (14) days, then all equipment and materials shall be removed from the project site until the Work is restarted. The Contractor shall not receive any additional compensation for removal of equipment or materials.

21. Existing Signs

Signs, if they impact the Work, will be adjusted or relocated as necessary by the various City departments following reasonable written notice from Contractor. Adjustments of utility facilities, lines or other improvements not normally provided by utility companies in this type of Project will be provided by the Contractor as necessary.

22. Removal of Rubbish & Waste

The Contractor shall at all time keep the Project premises free from accumulations of waste material or rubbish. Upon completion of the Work, the Contractor shall remove all his rubbish and the rubbish created by any Subcontractor from and about the structures, buildings, and/or Project premises, as well as his tools, equipment, and surplus materials, and shall leave the Work clean and ready for use. In case of dispute, the City may remove the rubbish, surplus materials and waste, and charge or allocate the cost of removal to the Contractor and separate contractors, if any, in proportion to amounts determined by the City Engineer to be just.

23. Attorneys' Fees & Other Fees and Costs

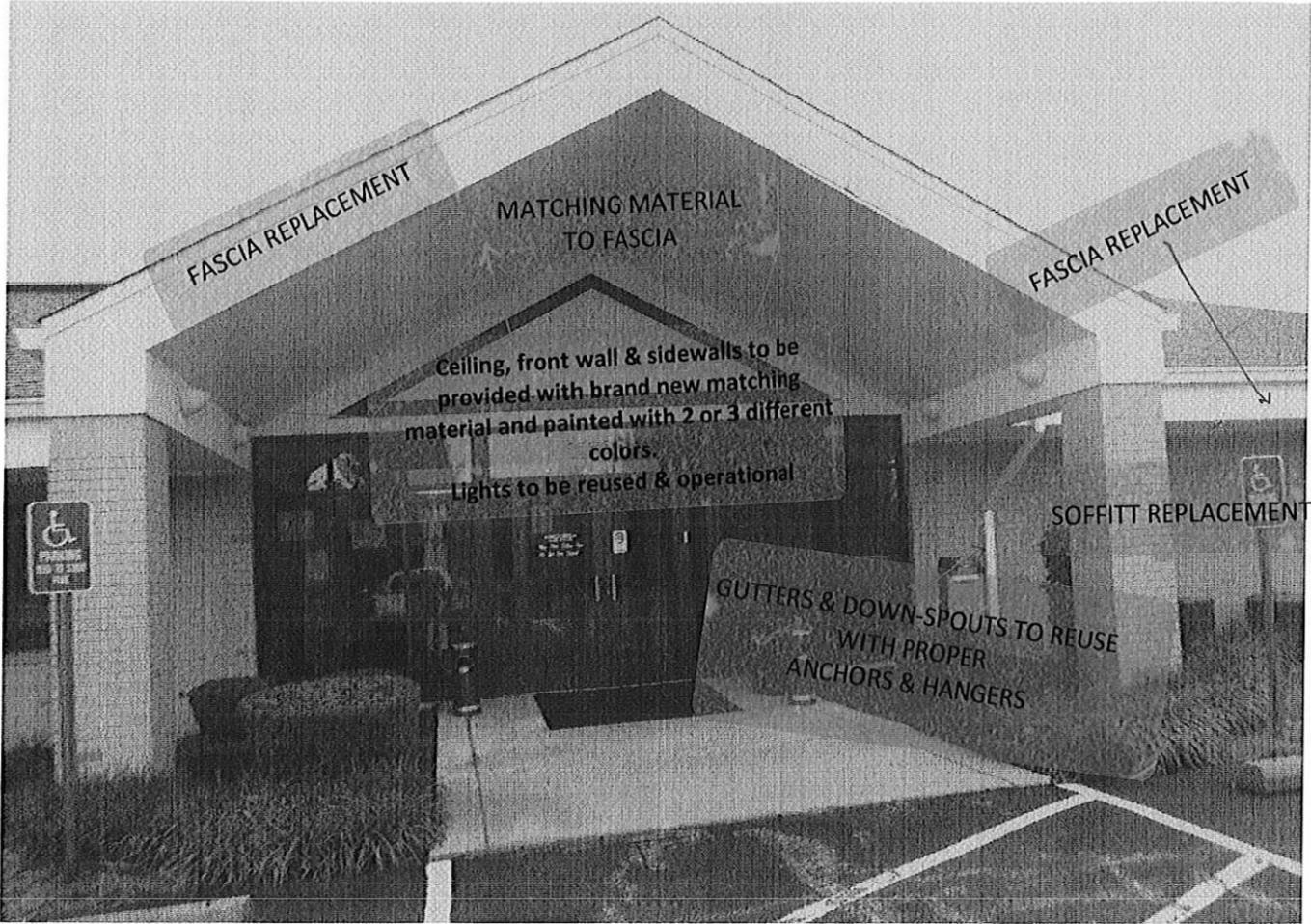
In the event of the failure to properly perform one or more obligations or duties required of the Contractor under the Contract Documents after notice to Contractor and its surety and a reasonable opportunity to cure, the City shall be entitled to recover pursuant to this Contract and under the Contractor's Bond, in addition to all other available remedies, the City's reasonable attorneys' fees and expert fees and costs incurred by the City to enforce the City's rights and benefits under the Contract Documents and to enforce the Contractor's obligations under the Contract Documents and the governing law.

[End of Special Conditions.]

NOTICE TO CONTRACTORS REGARDING PREVAILING WAGE RATES

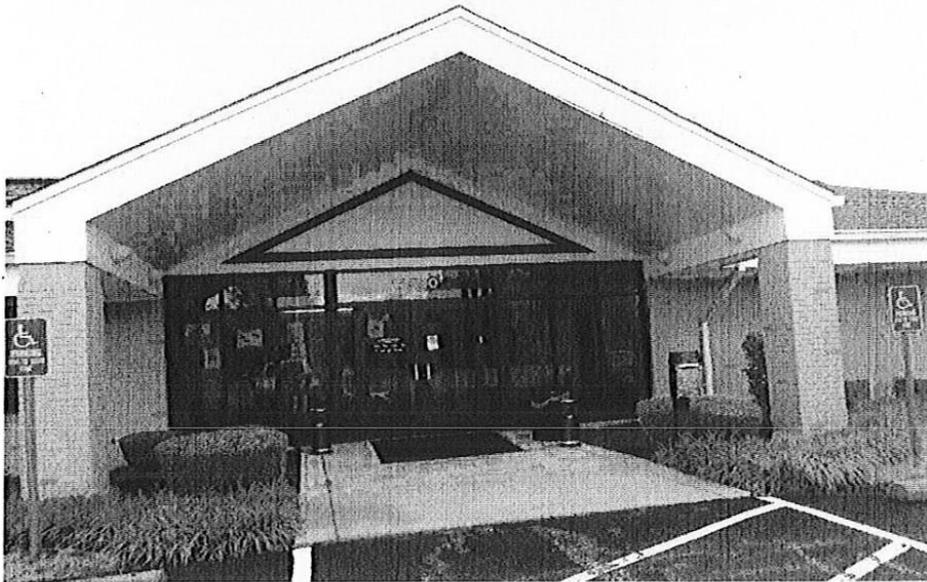
The prevailing hourly rate of wages for each type of workman required executing the contract, and the general prevailing rate for legal holiday and overtime work is determined by the State of Missouri, Department of Labor and Industrial Relations and issued in an Annual Wage Order ("AWO") for St. Louis, County and periodically updated. The selected Contractor hereby agrees to pay at least the prevailing hourly rate of wages for each type of workman needed to execute the Contract, and the general prevailing rate for legal holiday and overtime work as determined the State of Missouri for all work performed under this Contract during the course of work. A copy of updated prevailing wage rates and related documents can be inspected at the office of the Department of Public Works for the City of Black Jack and photocopied at Contractor's expense.

CITY HALL ENTRANCE WAY



12500 Old Jamestown Rd.
Black Jack, MO 63033

CITY HALL ENTRANCE WAY



12500 Old Jamestown Rd.
Black Jack, MO 63033

