



# **Platte County R-3 School District**

## Track Improvements

### Request for Proposal (RFP)

May 22, 2019

## Notice to Bidders

The Platte County R-3 School District wishes to obtain bids for improvements to the Platte County High School Track as shown on the attached site drawings.

The Platte County R-3 School District will receive sealed proposals from Bidders **until Tuesday, June 11, 2019, at 2 p.m.**, at which time, the bids received will be opened. The Platte County R-3 School District reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

Each sealed bid shall contain Bid Proposal, e-Verify affidavit and addendum; forms for each are found in this RFP. Payment and performance bond will be required from the selected bidder.

Bidders are highly encouraged to conduct a site visit prior to submitting a bid. Site visits can be coordinated by contacting Jay Harris at (816) 858-5420.

**Bids shall be in sealed envelopes labeled:**

**Platte County R-3 School District  
Track Improvements  
Mr. Jay Harris  
Executive Director of Operations  
Platte County R-3 School District  
District Education Center  
998 Platte Falls Road  
Platte City, MO 64079**

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Any questions related to this RFP or bid requirements please contact:

Mr. Jay Harris  
[harrisj@platteco.k12.mo.us](mailto:harrisj@platteco.k12.mo.us)

Mr. Brett Napier  
[brett@napiereng.com](mailto:brett@napiereng.com)

All questions regarding the RFP or the bid documents must be submitted by **Friday, June 7 at 2 p.m.** No other questions will be answered after this date and time.

# Platte County High School Track Improvements

SECTION I

INSTRUCTION TO BIDDERS

SECTION II

PROPOSAL

SECTION III

GENERAL CONDITIONS

SECTION IV

E-VERIFY

**SECTION I**

**INSTRUCTION  
TO BIDDERS**

## **INSTRUCTION TO BIDDERS**

The following provisions are part of the contract documents and this listing of same under the title "Instruction to Bidders" has no significance other than the fact that the provisions are primarily concerned with requirements which must be met in the preparation of bids or proposals. Compliance with these provisions is mandatory. It is understood and agreed that a person submitting a bid has read all of the contract documents, and that he has a full understanding of the scope of rights and liabilities which will arise upon submission of a proposal.

### **1. CONTRACT DOCUMENTS**

The Instruction to Bidders, Proposal, Contract, Performance Bonds, Project Manual and the Construction Drawings thereto will form the contract.

### **2. INTERPRETATION OF CONTRACT DOCUMENTS**

Should a prospective bidder be in doubt as to the meaning of any provisions of the contract documents, he/she may submit to the Engineer a written request for the interpretation thereof 48 hours prior to the time established for the opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person who has received a copy of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the contract documents.

### **3. SITE INVESTIGATION**

The bidders shall make a personal examination of the site of the work and shall fully acquaint themselves with all conditions affecting both the execution and the cost of the work.

### **4. TAXES**

The bidder shall understand that all taxes that might lawfully be assessed against the Owner in connection with the contract work are to be paid by the contractor and the bid price or prices submitted shall include the total cost of all such taxes. This is a tax-exempt project.

### **5. PROPOSALS**

All proposals must be made upon the form furnished and will give unit and lump sum prices and the total amount of the bid in accordance with the form of the proposal. The proposal must be signed in ink by the bidder with his/her full name and business address or place of residence. In the case of a firm, the name and address of each member must be shown. In the case of a corporation, an official who is authorized to bind the bidder must sign the proposal in the name of the corporation and the title of the person executing the proposal shall be clearly indicated beneath his/her signature. The completed proposal shall be enclosed, bound with the contract documents, in a sealed envelope marked "Proposal" and with the name of the work and project number for which the proposal is made and addressed to the authority designated in the "Notice to Contractors".

### **6. WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn if not accepted within thirty (30) days after the closing time scheduled for receipt of proposals.

### **7. PROPOSAL DISCREPANCIES**

In case of a difference in written words and figures in the proposal, the amount stated in written words shall govern.

### **8. OPENING OF PROPOSALS**

At the time and place fixed for the opening of proposals in the Notice to Contractors, every proposal received within the time fixed for receiving same and has all required documents included, will be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or by representative.

## **9. AWARD OF CONTRACT - REJECTION OF BIDS**

The Owner reserves the right to accept the bid which in its judgment is the lowest and best bid, to reject any or all bids and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, materials, suppliers or employees. In determining the lowest responsive bidder, the following elements, in addition to those mentioned, will be considered:

- a. Maintains a permanent place of business.
- b. Has adequate plant and equipment available to do the work properly and expeditiously.
- c. Have suitable financial resources to meet the obligations incident to the work.
- d. Has appropriate technical experience.

The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

## **10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

Any bidder whose proposal shall be accepted will be required to execute the contract within ten (10) days after notice that the contract has been awarded. Failure and neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

## **11. INSURANCE AND BONDS**

The contractor shall be required to procure insurance and bonds as specified under **General Conditions**.

## **12. POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS**

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each prospective bidder.

## **13. TIME OF COMPLETION**

The time of completion, if indicated in the proposal, is a basic element of the contract; however, the contractor when required to state completion time as part of his proposal, must recognize that the time stated is to be realistic and is not to be used to obtain favorable consideration of his bid by promising an early completion date not warranted by his ability to execute the work. If not stated in the proposal, the time of completion as contained in the contract documents shall be binding.

## **14. PERFORMANCE BOND AND PAYMENT BOND**

We, the undersigned, agree to furnish to the Owner a Performance Bond and Payment Bond in the amount of 100 percent of the Contract Sum. Form of the Bond shall be AIA Document A312 from the American Institute of Architects, as modified by Owner. Refer to Document 006113.

# **SECTION II**

# **PROPOSAL**

# PROPOSAL FOR PLATTE COUNTY HIGH SCHOOL TRACK IMPROVEMENTS

(Must either be typewritten or in ink; all others will be rejected)

**Bid due no later than June 11, 2019 at 2:00 PM**

To: Platte County R-3 School District, Platte City, Missouri.

The undersigned bidder proposes to accomplish the “**Platte County High School Track Improvements**” including any and all work and material that may be necessary to complete the same according to the plans and specifications under the direction and to the satisfaction of the Board of Education Members and the Project Engineer, at the following rates, to-wit:

**Note to Contractor: Only bid on items your company intends to build or install.**

## SUMMARY OF QUANTITIES

#	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>GENERAL</b>					
1	Mobilization	LS	1		
2	Construction Staking	LS	1		
<b>DEMO</b>					
3	Demolition – Track Surface Removal (See Sheet C2)	LS	1		
<b>EXISTING ASPHALT REPAIR</b>					
4	Asphalt Crack Repair (Track Oval)	LS	1		
5	Asphalt Crack Repair (Runways and High Jump “D” Area)	LS	1		
<b>STORM SEWER INSTALLATION</b>					
6	8” Perforated HDPE Trench Drain	LF	315		
7	8” Dia. Nyloplast Inline Drain	Ea.	4		
<b>EROSION CONTROL</b>					
8	12” Dia. Coir Logs	LF	600		
9	Seed & Mulch	SF	1,000		
<b>MISCELLANEOUS ITEMS</b>					
10	Construction Entrance	LS	1		
<b>TRACK SURFACE</b>					
11	Beynon BSS200 or Pre-Approved Equivalent	SY	5,971		
	(Striping shall be subsidiary to Track Surface Price)				
<b>TOTAL BID</b>					

**BIDDER:** \_\_\_\_\_ **BY:** \_\_\_\_\_



## Platte County High School Track & Field Renovations

Bidder: \_\_\_\_\_

FEIN: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION III**

**GENERAL CONDITIONS**

**1. CONTRACT DOCUMENTS**

It is understood and agreed that the Notice to Contractors, Instructions to Bidders, Proposal, Performance and Statutory Bonds, Contract Agreement, General Conditions, Specifications, Plans, Addenda and engineering data, which may be furnished by the contractor and approved by the owner, are each and all included in this contract and the work shall be done in accordance therewith.

**2. DEFINITIONS**

Words, phrases or other expressions used in these contract documents and defined in this paragraph shall have the meaning herein given:

“**Contract**” or “**Contract Documents**” shall include all documents enumerated in the foregoing paragraph 1.

“**Owner**” shall mean Platte County R-3 School District in the Contract Agreement and for whom the work covered by this Contract is to be performed acting through its Governing Body and their duly authorized agents.

“**Contractor**” shall mean the corporation, partnership or individual named in the Contract Agreement who has entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents and other legal representatives.

“**Subcontractor**” shall mean and refer only to a corporation, partnership or individual having a direct contract with the Contractor for:

Performing a portion of the contract work, or

Furnishing material worked to a special design according to the Contract Plans or Specifications; it does not, however, include one who merely furnishes material not so worked.

“**Engineer**” shall mean the engineer or engineers who have been designated, appointed or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.

“**Inspector**” shall mean the engineering or technical inspector or inspectors duly authorized by the Owner or Engineer limited, in each case, to the particular duties entrusted to him or them.

“**Date of Contract**”, or words equivalent thereto, shall mean the date written in the Contract Agreement.

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

“**The Work**” shall mean the work to be done and the equipment, supplies, materials and services to be furnished under the Contract unless some other meaning is indicated by the context.

“**Plans**” or “**Drawings**” shall mean and include all:

Drawings prepared by the Owner as a basis for proposals.

All supplementary drawings furnished by the Engineer as and when required to make clear and to define in greater detail the intent of the Contract Plan and Specifications.

Drawings submitted by the successful bidder with their proposal and by the Contractor to the Owner when, and as, approved by the Engineer.

Drawings submitted by the Owner to the Contractor during the progress of the work as provided herein.

Whenever in these Contract Documents the words “**as ordered**”, “**as directed**”, “**as required**”, “**as permitted**”, “**as allowed**” and words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner and Engineer is intended.

Similarly, the words “**approved**”, “**reasonable**”, “**suitable**”, “**acceptable**”, “**properly**”, “**satisfactory**” or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.

Whenever any statement is made in the Contract Documents containing the expression “**it is understood and agreed**” or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement of which these General Conditions are a part.

### **3. VERBAL STATEMENTS NOT BINDING**

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

### **4. INTENT OF PLANS AND SPECIFICATIONS**

Certain plans prepared by the Engineer on behalf of the Owner and elsewhere described and named accompany and supplement these specifications and constitute a part of the Contract Documents.

Such plans are agreed to be constructively attached to these specifications although convenience may prevent physical attachment.

The Owner shall have the right to modify minor details of these plans, to provide final or checked plans in lieu of any preliminary or unchecked plans, and to supplement these plans with additional plans or with additional information as the work proceeds, all of which, shall be considered as plans accompanying these specifications. In case of discrepancy between Plans and Specifications, the specifications shall be deemed to take precedence but the Engineer may be called upon for an interpretation.

The Contractor shall not take advantage of any errors or discrepancies he may discover in the plans but shall report same and the Engineer will make or approve the necessary corrections. The contractor shall not be responsible for the adequacy of the Engineer's design.

Six (6) copies of the specifications, in addition to those constituting signed contracts and six (6) diazo print copies of the plans, and of each corrected or supplementary plan, will be supplied to the Contractor without charge. The Contractor may order at his own expense as many additional copies of prints as he may desire.

### **5. FIGURED DIMENSIONS TO GOVERN**

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until dimensions have been obtained from the Engineer.

**6. DRAWINGS TO BE FURNISHED BY CONTRACTOR**

The Contractor shall prepare whatever detailed working drawings are necessary to enable him to fabricate, install and construct all parts of the work in conformity with the plans and specifications.

For general construction, including sheeting and bracing, forms, false work and other temporary structures and for plant and equipment layout and for features for which the plans and specifications permit choice and selection by the Contractor, working drawings shall show in detail, or by written description, the methods and structures selected by the Contractor in sufficient detail so that their strengths, adequacies, sufficiency's and their conformity to the plans and specifications can be checked and verified.

**7. LINES AND GRADES**

All work shall be done to the lines, grades and elevations shown on the drawings. Basic horizontal and vertical control points will be established or designated by the Engineer. These points shall be used as datum for work under this contract. All construction staking, additional survey layout and measurement work shall be performed by the Contractor as a part of the work under this contract; unless otherwise designated by the Engineer.

**8. CONTRACTOR TO FURNISH STAKES AND HELP**

The Contractor shall provide an experienced instrument man, competent assistants and such instruments, tools, stakes and other materials required to complete the survey, layout and measurement work. In addition, the Contractor shall furnish, without charge, competent men from his force and such tools, stakes and other materials as the Engineer may require in establishing or designating control points, in establishing construction easement boundaries or in checking survey, layout and measurement work performed by the Contractor. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he wishes to work so that horizontal and vertical control points may be established and any checking deemed necessary by the Engineer may be done with a minimum inconvenience to the Engineer and minimum delay to the Contractor.

**9. WORK DONE WITHOUT LINES OR GRADES**

Any work done without being properly located and work established by base lines, offset stakes, bench marks or other basic reference points not located, established or checked by the Engineer may be ordered removed and replaced at the Contractor's cost and expense.

**10. PRESERVATION OF MONUMENTS AND STAKES**

The Contractor shall carefully preserve all monuments, bench marks, reference points and stakes, and, in case of willful or careless destruction of the same, will be charged with the resulting expense of replacement and shall be responsible for any mistake or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks placed by the Engineer are destroyed through carelessness on the part of the Contractor and that the destruction of those stakes and marks cause a delay in the work, the Contractor shall have no claims for damages or extensions of time. In the case of any permanent monuments or benchmarks, which must of necessity be removed or disturbed in the construction of the work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at his own expense such materials and assistance as are necessary for the proper replacement of monuments or bench marks that have been moved or destroyed.

**11. LEGAL ADDRESSES**

Both the business address of the Contractor given in the Proposal upon which this Contract is founded and the Contractor's office in the vicinity of the work are hereby designated as the places to which all notices, letters and other communications to the Contractor may be mailed or delivered. The business address of the Owner appearing on the first page of

these General Conditions, in subparagraph “b” of the paragraph entitled “Definitions” is hereby designated as the place to which all notices, letters and other communications to the Owner may be mailed or delivered. The delivery by one party to the other party at an address so designated or the depositing in any mail box regularly maintained by the Post Office or any notice, letter or other communication addressed to such address, postage prepaid, registered or certified mail, with return receipt requested, shall be deemed sufficient service thereof and the date of said service shall be the date of such delivery of mailing. Either party may change the said address or addresses at any time by an instrument in writing delivered to the Engineer and to the other party. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon either party personally.

## **12. RESPONSIBILITY OF CONTRACTOR**

The contractor shall:

Furnish all transportation, tools, equipment, machinery and plan and all suitable appliances, requisite for the execution of the Contractor and be solely answerable for the safe, proper and lawful construction, maintenance and use thereof.

Cover and protect his work from damage; he shall make all injury thereto before the completion and acceptance of this Contract good.

Be solely answerable for all damages to the Owner or property of the Owner, to other contractors or employees of the Owner, to the neighboring premises or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractors, employees or agents in or about said work, or in the performance of the work covered by this contract or any extra work undertake as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring apparatus, ways, works, machinery or plant.

## **13. PATENTS**

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or equipment (as distinguished from processes) used in or for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such; and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend any and all suits or proceedings that may be instituted at any time patents involved in the work and in the case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made for which any such suit or claim remains unsettled. The contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the design of the work to be done under this Contract or by the Specifications therefore.

## **14. INDEPENDENT CONTRACTOR**

The right of general supervision by the Owner shall not make the Contractor an agent of the Owner and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor’s execution of the work shall not be lessened because of such general supervisions; but, as to all such persons, firms and corporations, and, the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the work.

## **15. RELATIONS WITH OTHER CONTRACTORS**

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under the Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen.

He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the Owner at his hands. Any difference or conflict, which may arise between the Contractor and other contractors, or, between the Contractor and the workmen of the Owner in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that the work of one contract may interfere with that of another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work of both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent and amount, in the manner and at the time which may be reasonably necessary.

## **16. METHODS OF OPERATION**

The Contractor shall give to the Engineer full information, in advance, as to his plans for carrying on any part of the work. If at any time prior to the start or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the work, he may order the Contractor to increase or improve his facilities or methods and the Contractor shall promptly comply with such orders; but neither compliance with such orders, nor failure of the Engineer to issue such orders, shall relieve the Contractor from his obligation to secure the degrees of safety, the quality of work and the rate of progress required by this Contract. The Contractor alone shall be responsible for safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of the plan or method of work proposed by the contractor shall not relieve the Contractor of any responsibility therefore and such approval shall not be considered as an assumption by the Owner, or any officer, agent or employee thereof, and any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall mean only that the Engineer has no objection to the adoption or use by the Contractor of such plan or method at the Contractor's own risk and responsibility.

## **17. SUGGESTIONS TO CONTRACT ADOPTED AT HIS OWN RISK**

Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor, in whole or in part, shall be used at the risk and responsibility of the contractor, and, the Engineer and the Owner will assume no responsibility therefore.

## **18. AUTHORITY AND DUTY OF THE ENGINEER**

It is mutually agreed, by and between the parties of this Contract, that the Engineer shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties of this Contract that the Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under the contract that he shall determine all questions in relation to said work and the construction thereof; that he shall in all cases decide every question that may arise relative to the execution of the Contract on the part of the Contractor; that his decisions and findings shall be the conditions precedent to the right, of the parties hereto, to arbitration or to any action on the Contract, and to the rights of the Contractor to receive any money under this Contract. Provided, however, that should the Engineer render any decision or to give any direction which, in the opinion of either

party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the Engineer, within thirty (30) days, a written objection to the decisions or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work and the decision or directions of the Engineer as rendered shall be promptly carried out.

## **19. INSPECTION**

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer) such inspectors as the Owner may deem proper to inspect the materials furnished and the work performed under this Contract, to see that the said materials are furnished, and the said work is performed in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the inspectors, for the proper inspection and examination of the work and all parts thereof.

The Contractor shall regard and obey the directions and instructions of the Engineer, or any inspector so appointed, when the same is consistent with the obligations of this contract. Should the Contractor object to any order given by any subordinate engineer or inspector, the Contractor may make written appeal to the Engineer for his decision.

Inspectors and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties and, any intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reasons if the Owner so decides to annul the Contract.

The Engineer shall have the right to select suitable samples of materials for testing or examination, which the Contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, the Contractor shall box or crate samples as necessary and shall deliver them to points designated for shipment without charge. Where tests of materials are to be made after delivery at the site of the structure, the materials shall be delivered with time enough in advance of need to allow amply for inspection, testing and replacement, if necessary.

Where the Contractor desires to propose for use in the structure any material or product as an alternate or equivalent to a material or product specified herein, he will be required to submit samples to a testing bureau designated by the Engineer and shall pay the cost of such testing and analysis as may be required to determine the suitability of such materials and products.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modification thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Rejected materials shall be removed promptly from the vicinity of the work. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice; the Owner may make removals and corrections and charge the expense to the Contractor.

## **20. NO WAIVER OF RIGHTS**

Neither the inspection by the Owner or any of the Owner's officials, employees or agents, nor any order by the Owner for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provisions of this Contract or of any power herein reserved to the Owner or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.



**21. SUPERINTENDENCE OF WORK**

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or representative.

The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work or notices in connection therewith.

**22. ORDERS TO CONTRACTOR'S AGENT**

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer or his representatives to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

**23. PROTECTION OF PROPERTY AND PUBLIC LIABILITY**

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above and below ground, along, beneath, above, across or near the site or sites of work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and, the Contractor will be held responsible for all accidents to persons or property through any negligence of himself or his employees.

Contractor shall also provide a copy of procedures required per its insurer in regard to claims initiated by citizens.

The Contractor shall give reasonable notice to the Owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such Owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

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

**24. DEFENSE OF SUITS**

In case of any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors of his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men or suppliers of machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, decrees and attorney fees whatever arising out of such action or suit that may be brought as aforesaid naming the Owner as a party.

**25. INSURANCE**

Contractor shall provide certificates of insurance and renewals thereof on standard ACORD forms. This inclusion shall not make the Platte County R-3 School District a partner or joint venture with the Contractor in its operations hereunder. The School District shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed in the certificate.

Contractor will provide the School District with proof of liability insurance in the minimum amount of \$1,000,000.00 listing Platte County R-3 Schools as additionally insured.

Contractors will also provide proof of Worker’s Compensation insurance in the minimum amount of \$500,000.00 listing Platte County R-3 Schools as additionally insured.

**26. ESTIMATED QUANTITIES**

Any and all estimated quantities stipulated in the Proposal under unit price items are approximate and are to be used only:

As a basis for estimating the probable cost of the work, and

For the purpose of comparing the proposals submitted for the work.

It is understood and agreed that the actual amounts of work done and materials furnished under unit price items may differ from such estimated quantities and that the basis of payment for such work and materials shall be the actual amount of work done and materials furnished in each case. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the amounts estimated therefore in the Proposal or other Contract Documents.

**27. MODIFICATIONS AND ALTERATIONS**

The Contractor agrees that the Owner shall have the right to make modifications, changes and alterations in the arrangement or extent of the work without affecting the validity of the Contract and Contract Bond thereunder. If the modification or alteration increases the amount of work to be done and the added work or any part thereof is of a type and character which can be properly and fairly classified under one or more unit price items of the Proposal, then such added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price or prices therefore. Otherwise, such work shall be paid for as herein provided under “Extra Work”. If the modification or alteration decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices; the Engineer shall determine on an equitable basis the amount of:

Credit due the Owner for contract work not done as a result of an authorized change.

Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built.

Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. Except for minor changes or adjustment which involve no contract price adjustment or other monetary consideration and with the exception of adjustments of estimated quantities for unit price work or materials to conform to actual pay quantities therefore as hereinbefore provided under “Estimated Quantities”, all changes and alterations in the terms or scope of the Contract shall be made under the authority of duly executed change orders issued and

signed by the Owner and accepted and signed by the Owner and accepted and signed by the Contractor.

## 28. EXTRA WORK

The term "Extra Work" as used in this Contract shall be understood to mean and include all work that may be required by the Owner or Engineer to be done by the Contractor to accomplish any change or alteration in or addition to the work shown by the Plans or reasonably implied by the Specifications and not covered by contract proposal items and which is not otherwise provided under "Modifications and Alterations".

It is agreed that the Contractor shall perform all work under the direction of the Engineer when and as so ordered in writing by the Engineer subject, however, to the right of the Contractor to require a written confirmation by the Owner of such extra work ordered. It is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method A: By agreed unit prices.

Method B: By agreed lump sum.

Method C: If neither Method A nor Method B can be agreed upon before the extra work is started, the Contractor shall be paid his actual field cost of the work plus fifteen percent (15%) for the work which he performs with his own forces and/or the Contractor shall be paid the subcontractor's actual field cost of the work plus twenty percent (20%) for work which is performed by his subcontractor or subcontractors.

Where extra work is performed under Method C, the term actual field cost of such extra work is hereby defined to be and shall include:

The payroll cost for all workmen, such as foremen, mechanics, craftsmen, and laborers.

The cost of all materials and supplies not furnished by the Owner.

Rental for all power-driven equipment at agreed-upon rates for the time actually employed or used in the performance of the extra work.

Transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said extra work and which is not already on the job. All power, fuel, lubricants, water and similar operating expense.

All incidental expenses incurred as a direct result of such extra work, including sales or use taxes on materials, payroll taxes and the additional premiums for construction bonds, workmen's compensation, public liability and property damage and other insurance required by the Contract where the premiums therefore are based on payroll and material costs.

The Engineer may direct the form in which actual field costs shall be kept, and may also specify in writing before the work commences the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method C. If machinery or heavy construction equipment is required for extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The applicable "plus" percentage (15% or 20%) of the actual field cost to be allowed and paid to the Contractor shall constitute full compensation for profit, overhead, superintendence, field office expense and all other elements of cost not embraced within the actual field cost as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any orders or instructions, either oral or written, appear to the

Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and shall keep an accurate account of the actual field cost thereof as provided for Method C in the foregoing paragraph.

**29. EXTRA WORK A PART OF CONTRACT**

If extra work is performed in accordance with the provisions of this Contract, such extra work shall be considered a part hereof and subject to each and all terms and conditions of said Contract.

**30. ARBITRATION OF ENGINEER'S DECISIONS**

The decision of the Engineer shall control in the interpretation of Plans, Specifications and other Contract Documents.

If either the Owner or the Contractor considers himself aggrieved by an interpreting decision of the Engineer, he may require the dispute to be finally and conclusively settled by the decision of arbitrators, one to be appointed by the Owner and a second by the contractor. In case the two arbitrators thus chosen fail to agree, the two arbitrators shall appoint a third arbitrator. By the decision of these arbitrators, or by that of the majority of them, both parties to this agreement shall be finally bound. Arbitrators shall be capable by training and experience to understand and pass upon the problems to be considered and such qualifications shall be subject to approval by the Engineer. No one shall serve as arbitrator who has or has had any financial or pecuniary interest with either party or who is or ever has been employed by either party. No arbitrator shall be an advocate or foe to either party.

Compensation to each arbitrator shall be the same and shall be paid equally by both parties. The party calling for arbitration shall pay all other expenses of arbitration.

Arbitrators shall have no detailed pre-knowledge of the fact but shall sit as judges and jury to consider the intention of the Contract and Specifications, such facts as may be presented by the parties, such as may be determined upon personal observation of the arbitrators subsequent to their appointment and data and information presented by the Engineer. Arbitrators shall have the right to call upon any officer or employee of either party for testimony and shall have access to the records, books, accounts and correspondence of both parties.

**31. PROVISIONS FOR EMERGENCIES**

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private personal property interests, then the Engineer, with or without notice to the contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

**32. ASSIGNMENT AND SUBLETTING OF CONTRACT**

The Contractor shall not assign or submit the work, or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless by and with the like consent of the Owner to be signified in like manner. No right under this Contract, nor to any money due or to become due hereunder, shall be asserted in any manner against said Owner, or persons acting for the Owner, by reasons of any so-called assignment of this Contract or any part thereof, unless such assignment shall have been authorized by the written consent of the Owner. In case the Contractor assigns all, or any part of, any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, the Contractor upon notice from the Owner shall immediately terminate his subcontract. The Contractor shall be as fully responsible for the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in this Contract shall any contractual relation between any subcontractor and the Owner.

**33. RIGHT OF OWNER TO TERMINATE CONTRACT**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notices upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work; provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise, for the account and at the expense of the Contractor, and that the Contractor and his surety shall be liable to the Owner by reason of such prosecution and completion; and in such event, the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools and plant as may be on the site of the work and necessary therefore.

**34. SUSPENSION OF WORK**

The Contractor shall delay or suspend the progress of the work or any part thereof for such period of time as required in each case, whenever he shall be so directed by written order of the Owner or Engineer. Any such order of the Owner or Engineer shall not invalidate or otherwise modify any provision of this Contract. If the progress of work or any part thereof is delayed as a result of such suspension, the Owner shall pay the time for completion of the work so delayed to the Contractor.

**35. LOSSES FROM NATURAL CAUSES**

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water or from any unusual obstruction or difficulty or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work, shall be sustained and borne by the Contractor at his own cost and expense.

**36. LAWS AND ORDINANCES**

The Contractor shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability arising from or based on any violation of the same.

**37. SANITARY REGULATIONS**

The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees, shall obey and enforce all sanitary regulations and orders and shall take precautions against the spread of infectious diseases.

The Contractor shall provide at least one (1) chemically treated portable toilet unit on site during all active phases of construction. The Contractor shall enforce the use of the facilities by all personnel at the site. The unit(s) shall be obscured from public view to the greatest extent practicable.

**38. CHARACTER OF WORKMEN**

The Contractor shall employ only workmen who are competent to perform the work assigned to them and in the case of skilled labor who are adequately trained and experienced in their respective trades and who do satisfactory work.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

**39. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK**

Except in connection with the care, maintenance or protection of equipment, or of work already done, no work shall be done between the hours of 7:00 p.m. and 6:00 a.m., or on Saturdays, Sundays or legal holidays, without the written consent of the Engineer. Clean up and non-critical work may be performed on Saturday.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the Engineer; such permission, however, may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate equipment for the proper execution and control of the work and all operations performed thereunder.

**40. UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground or other unsuitable construction conditions, the Contractor shall confine his operations to that which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner as approved by the Engineer.

**41. PROSECUTION AND PROGRESS**

Special attention will be given to the scheduling of work and work methods. “Notice to Proceed” will be issued within ten (10) working days after Award of the Contract. Construction shall start within ten (10) days after “Notice to Proceed” unless mutually agreed otherwise and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the

construction period named in the Proposal, subject to any extension or extensions of such time made as hereinafter provided.

The Contractor shall place orders for aggregates, asphaltic materials, reinforcing steel, cement and all other principal materials within ten (10) days after award of the Contract and within delivery dates, in writing, from the suppliers of each of these materials. One copy of each order for the primary materials in the Contract together with one copy of the suppliers' reply stating the date of delivery shall be furnished to the Engineer prior to the payment of the first partial monthly estimate. Estimates shall not be processed until these provisions have been complied with to the full satisfaction of the Engineer.

Should special conditions arise from war, strikes or other reasonable emergencies wherein restrictions may prevent or delay the acquirement, delivery or use of materials and be the direct cause of specific delays, extensions of time will be granted. In such an event, the Contractor shall file with the Engineer copies of documentary evidence to substantiate the causes and amount of resultant delays at the time they are in occurrence. This evidence together with the original material orders and written delivery dates will be used by the Engineer to determine the amount of extension of time to be made on account of delays. In determining extensions of time, revised delivery dates for primary materials will be computed by extending the original date the actual number of days, which elapses during any emergency.

The Contractor is requested to bring to the attention of the engineer, by letter, during the progress of the work, the occurrence of events, which the Contractor considers, may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall, at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not construction or hypothetical days of delay will be considered. The Owner shall have the authority to grant additional extensions of time as the Owner may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the contractor on any estimate until such program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the contractor after such request is made until the Contractor has provided an approved modified program. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

Should the Contractor fail to complete the work within the required number of working days as stipulated in the Proposal or within such extra time as may have been allowed by extensions, the Engineer will deduct from any monies due or coming due to the Contractor, the amount indicated in the Proposal for each working day the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor by reason of

interference with business, inconvenience to the public, added cost of engineering, administration, inspection, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the surety to complete the Contract shall the Owner forfeit the right to recover liquidated damages from the Contractor or his surety for failure to complete the Contract within the specified time.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not construction or hypothetical days of delay will be considered. The Owner shall have the authority to grant additional extensions of time as the Owner may deem advisable and justifiable.

#### **42. HINDRANCES AND DELAYS**

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this Contract, except as provided in the paragraph: "Suspension of Work" of these General Conditions.

#### **43. MATERIALS AND EQUIPMENT**

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Engineer in each case.

**All required tests for or in connection with the approval of materials and/or installation methods shall be made, at the Contractor's expense, by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the Owner and approved by the Engineer. Any change in origin of method of preparation or manufacture of a material being routinely tested will require new tests and approval thereof. Reports of all tests shall be furnished to the Engineer or Owner in as many copies as may be required.**

#### **44. EQUAL PRODUCTS**

When the words "or equal" are used in connection with a specification for a particular item of material, quality or trade name, they will be construed to mean that such specified item will be used as a basis of comparison and all makes of similar items or alternate materials or methods will be considered for approval, provided they have equal or better qualifications for the intended use. Wherever the words "or equal" do not follow a brand or trade name used in these Specifications, they are implied.

#### **45. TESTING OF COMPLETED WORK**

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this contract shall be made,



under the direction of the Engineer, by and at the expense of the Contractor who shall repair at his own expense all damage resulting from such tests.

**46. PLACING WORK IN SERVICE**

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is fully accepted and for a year thereafter as stipulated under paragraph: "Defective Workmanship and Materials".

**47. DISPOSAL OF TRASH AND DEBRIS**

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what are waste material or rubbish and the manner and place of disposal. On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by him, and shall remove all trash or debris of every kind from the tracts or grounds which he has occupied and shall leave them in first class condition.

**48. DEFECTIVE WORKMANSHIP AND MATERIALS**

During a period of **one (1) year** from and after the date of the final acceptance by the Owner of the work embraced by the Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

**49. CLAIMS FOR LABOR AND MATERIALS**

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof. When requested by the Owner, the contractor shall submit satisfactory evidence that all persons, firms or corporations, who have done work or furnished materials under this contract, for which the Owner may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount shall be retained from monies due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the Owner, to meet all claims of the persons, firms and corporations as aforesaid are fully discharged or satisfactorily secured.

**50. CONTRACT BONDS**

The Payment and Performance Bonds executed by the Contractor shall be a guarantee:

For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of the Contract Documents as herein defined, and for the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement of defective equipment or parts thereof, within a period of **one (1) year** after the date of acceptance by the Owner of the work.

The Owner agrees to mail notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying his surety of such failure.

**51. MONTHLY ESTIMATES AND PAYMENTS**

The Contractor shall provide monthly payment estimates to the Engineer for the value of work done in conformity with the Plans and Specifications and for unused materials delivered for and stored on the site of the work.

The Contractor shall furnish to the Engineer such detailed information as he may request to aid as a guide in the preparation of monthly estimates. After each such estimate shall have been approved by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of such estimated sum.

It shall be understood that payments made by the Owner for materials stored on the site shall be based only upon the actual cost of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

**52. COMPLETION AND ACCEPTANCE OF WORK**

On completion of the work, the Engineer shall:

Satisfy himself, by examination and test, that the work has been fully and finally completed in accordance with the Plans, Specifications and Contract, and

Report such completion to the Owner.

Before final acceptance by the Owner of the work, the Contractor shall submit to the Engineer a notarized affidavit, stating under oath that all subcontractors, vendors and other persons or firms who have performed labor or furnished materials for the work have been fully paid or satisfactorily secured.

**53. FINAL ESTIMATE AND PAYMENT**

After official approval and acceptance of the work by the Owner, the Engineer shall be authorized to prepare a final estimate of the work done under this Contract and the value thereof. Such final estimate shall be submitted to the Owner within ten (10) days after its preparation has been authorized as aforesaid; and the Owner shall, within thirty (30) days after said final estimate is made and certified, pay the entire sum so found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment; but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and material furnished.

**54. RELEASE OF LIABILITY**

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

**55. PRE-CONSTRUCTION CONFERENCE**

After the bid opening, and after the verification of Contractor's current eligibility, a time and place for a meeting will be set which shall be attended by: The Contractor and representatives of the Office of the City Engineer. The primary purpose of this conference will be discussion of scheduling and coordination of the work under this Contract.

**56. DAMAGE TO EXISTING STRUCTURES, EQUIPMENT AND SIGNS**

The Contractor will be held responsible for damage to existing structures, sidewalks, streets or signs, because of his operations and shall repair or replace any such damaged

structures, streets, walks or signs to the satisfaction of and at no additional cost to Platte County R-3 School District.

**57. WORK COMMENCEMENT**

The work embraced in this Contract shall begin within ten (10) days after written "Notice to Proceed" shall have been given to the Contractor by the Project Engineer and carried on regularly and uninterrupted thereafter (unless expressly directed otherwise and in writing by the Project Engineer) with such force as to ensure full completion within **45 days**.

**58. TRAFFIC CONTROL AND BARRICADE**

The Contractor shall at his expense and without further or other order provide, erect and maintain at all times during the progress or temporary suspension of the work suitable barricades, fences, signs or other adequate protection installations and shall provide, keep and maintain such danger lights, signals and watchmen as may be necessary or as may be ordered by the connection with the work.

All barricades and obstructions shall be illuminated at night by torches and approved signal lights suitably distributed so as to serve the intended purpose.

All traffic control shall meet those requirements as outlined in the most current edition of "The Manual for Uniform Traffic Control Devices" (MUTCD).

**59. GENERAL**

Natural obstructions and publicly owned existing facilities and improvements encountered during construction shall be removed, relocated, reconstructed or worked around as herein specified, regardless of whether or not their existence or location is shown or noted on the drawings. Care shall be used while excavating, trenching or performing other work adjacent to any facilities intended to remain in place; except as otherwise specified, the Contractor shall be responsible for any damage to publicly owned items and any repairs required shall be promptly made at his expense. All work in connection with removal and relocation shall be done carefully in accordance with accepted practices so as to result in the maximum salvage or materials suitable for reuse; salvaged materials not utilized in relocation or reconstruction shall be transported and stored at the City yards or as directed. Waste materials shall be disposed of in a satisfactory manner at approved locations. Unless otherwise provided in the Proposal Items of these Contract Documents, no separate or additional payment will be made for any work in connection with removal, relocation or restoration of obstructions and existing facilities.

**60. Prevailing Wage**

This project is a prevailing wage project pursuant to State of Missouri, Division of Labor Standards, and Annual Wage Order No. 25 for Platte County. See link for more details [State of Missouri, Prevailing Wage Order No. 25 for Platte County](#)

**61. EXCEPTIONS**

The bidder shall furnish a statement on company letterhead giving a complete description of any exception to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the Request for Proposal.

# **SECTION IV**

## **E-VERIFY**

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_(hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_(individual signature)

For: \_\_\_\_\_(company name)

Title:\_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Your company:

- A. agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- B. affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- C. affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- D. affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- E. agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- F. agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- G. agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_(signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_(company name)