

# **City of O'Fallon – Project Management**

O'Fallon, Missouri



Specifications for

## **Demolition of 419 and 423 N. Main Street**

### **Request for Bid Sealed Bid # 22-086R**

City of O'Fallon – Project Management  
100 North Main Street  
O'Fallon, MO 63366

**November 2022**

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## NOTICE TO BIDDERS

Sealed Bids for **Bid #22-086R** for the **Demolition of 419 & 423 N. Main Street Project** will be received by the City of O'Fallon, Purchasing Agent, 100 North Main Street, O'Fallon, Missouri 63366, until **2:00 PM**, (prevailing central time) on **Tuesday, December 13, 2022** and will thereafter be publicly opened and read aloud. Bidders must sign, in ink, the bid form and all other documents where indicated. Unsigned bids will not be read.

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for **Demolition of 419 and 423 N. Main Street** in O'Fallon, Missouri, with Bid Number: **22-086**. Work includes the:

**Demolition and removal of a 1350 sf single family residence, detached garage, a shed and associated items on 419 and 423 N. Main Street. To include restoration of disturbed areas.**

The Contract Documents, including specifications, can be viewed and downloaded free of charge on the City's website under Bid Opportunities. Please visit: <https://www.ofallon.mo.us/bid-opportunities>

The Contract Documents are also on file at the office of Drexel Technologies at <http://planroom.drexeltech.com> and are open for public inspection. Copies of the documents may be obtained from Drexel Technologies for the fee listed online.

Bids must be submitted on the appropriate bid forms provided and must be accompanied by a Bid Security in the amount equal to and not less than five percent (5%) of the base bid, payable without recourse to the City. The Security may be in the form of a certified cashier's check or a bidder's bond in the same amount from an Incorporated Surety licensed to do business in the State of Missouri as a guarantee that the bidder will enter into a contract and execute a one hundred percent (100%) performance bond, a one hundred percent (100%) payment bond, and guaranty forms provided within ten (10) days after notice of acceptance of bid to him. For bids under \$50,000.00 the payment and performance bonds may be waived per the enclosed general requirements. Bid checks will be returned to the unsuccessful bidders when their bids are rejected. No bidder may withdraw his bid within 90 days after the bid opening. The City of O'Fallon, Missouri retains the right to reject any or all bids submitted.

The wage rates applicable to this project have been determined as required by law and are set forth in the detailed specifications. All methods, procedures, equipment, and workmanship used for the completion of this project must be in accordance with the attached Contract Documents.

There is a mandatory bidder's questionnaire (enclosed with the spec book) that is due with the bid. If the questionnaire is not received by this date and time, the general contractor will not be able to submit a bid on this project.

All requests for clarifications on these bidding documents must be received no later than Wednesday, December 8, 2022 by 3:00 PM. The enclosed Request for Information (RFI) form shall be used for all submittals. Questions may be directed to the Project Manager as follows: **Ruth Field**; via email at [rfield@ofallon.mo.us](mailto:rfield@ofallon.mo.us)

The CITY reserves the right to reject any and all Bids for any reason, to waive informalities therein to determine the lowest and best bid, and to approve the bond. No Bid may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of Bids.

The CITY hereby notifies all BIDDERS that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**BIDDER CHECKLIST  
(FINAL CHECKLIST BEFORE SUBMITTING BID)**

These Contract Documents include a complete set of bidding and contract forms. Bidder shall use the forms herein or make an exact copy of the document in order to be prepared for submittal, assuming copies are legible and represent what is intended in the original bid documents. Separate copies of bidding forms are not provided. The following documents are to be completed by CONTRACTOR and turned in as their Bid.

**The items denoted as ‘Exhibits’ are found in the Exhibit section of this book.**

<b>Exhibit</b>	<b>Item</b>	<b>Submitted</b>
-	Do not staple/bind bid. Use paperclips or binder clips.	
-	Signed Bid	
-	Bid Form	
-	Acknowledgement of Addendum/Addenda	
A	5% Bid Security	
B	Bid Label attached to sealed bid	
C	Bidder’s Questionnaire	
D	List of Resources and References	
E	List of Proposed Subcontractors and Suppliers	
U	Request for Substitution (As Needed)	
F	Certification of Non-Segregation	
G	Affidavit For Publicly Funded Construction Projects	
H	Anti-Collusion Affidavit	
I	Subcontractor Certification Regarding Affirmative Action	
J	Audit Clause for Contracts	
K	Worker Eligibility Verification Affidavit	
L	Affidavit of Compliance (Section 285.530.2)	

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents.
- c) Not including a bid security
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made



## INSTRUCTION TO BIDDERS

### DESCRIPTION

The proposed work includes the furnishing of materials, tools, equipment, and labor necessary to complete the Demolition of 419 and 423 N. Main Street. Work includes:

Demolition and removal of all structures, pavement\* and debris on 419 and 423 N. Main Street. of all structures, pavements and debris on the properties located at 419 N Main St and 423 N Main St including erosion control and site restoration.

\*Pavement removal is an alternate bid item.

### DEFINITIONS

The following terms used at any place in the contract documents shall be construed thus:

ACT OF GOD: An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, snow/ice event, sub-freezing cold, intense heat, drought, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the contractor for damages to the work resulting therefrom.

ADDENDA: More than one Addendum

ADDENDUM: A written or graphic instrument issued prior to the opening of bids which modifies or interprets the bidding documents, including drawings, and specifications, by additions, deletions, clarifications or corrections; becomes part of the contract documents when the construction contract is executed.

ALTERNATE BID: The amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.

BASE BID: The amount of money stated in the bid as the sum for which the bidder offers to perform the work, not including that work for which alternate bids are also submitted.

BID GUARANTY: Cash, a cashier's check or bidder's bond accompanying the PROPOSAL submitted by the BIDDER, as a guaranty that the BIDDER will enter into a CONTRACT with the OWNER for the construction of work, if the CONTRACT is awarded to them. Also known as Bid Security or Bid Bond.

BIDDER: The individual or entity who submits a Bid directly to OWNER. This individual is not yet under formal contract with the OWNER.

BIDDING DOCUMENTS: The CONTRACT comprises of the following documents, including all additions, deletions, and modifications incorporated therein before the execution of the CONTRACT.

- Legal and Procedural Documents
  - Advertisement

- Instruction to Bidders
- Proposal
- Bid Guaranty
- Contract
- Performance Bond
- Special Provisions
- General Requirements of the Contract
- Detailed Specification Requirements
- Plans

BID BOND: Shall mean the same as Bid Guaranty.

BID SECURITY: Shall mean the same as Bid Guaranty

CALENDAR DAY: A calendar day is defined as any given day, including Saturdays, Sundays, national holidays and holidays established by the laws of the State or adopted by the City.

CITY: City of O'Fallon, Missouri, also the OWNER.

CONSULTING ENGINEER: An individual, company, or organization engaged by the OWNER to render professional consulting services. Examples include an external Engineer and/or Architect hired to prepare plans and/or specifications for the project.

CONTRACT: The agreement covering the performance of the work described in the BIDDING DOCUMENTS including all supplemental agreements thereto and all general and special provisions pertaining to the work or material therefore.

CONTRACTOR: The individual, partnership, or corporation, which shall enter into the Agreement to perform the work, outlined in the contract documents with the OWNER.

DAY(S): Calendar days, unless otherwise defined. Includes weekends and all Holidays.

DBE: Disadvantaged Business Enterprise

ENGINEER/ CITY ENGINEER: The City Engineer, City of O'Fallon, Missouri or his duly authorized representative.

LOCAL AGENCY: Shall mean the same as City of O'Fallon, Missouri

MHTC: Missouri Highway Transportation Commission

MoDOT: Missouri Department of Transportation.

OWNER: City of O'Fallon, Missouri, also the CITY

PAYMENT BOND: The approved form of security furnished by the CONTRACTOR and their surety as a guaranty of good faith on the part of the CONTRACTOR to make the payment in full to the appropriate parties associated to this project in accordance with the terms of the CONTRACT.

PERFORMANCE BOND: The approved form of security furnished by the CONTRACTOR and their surety as a guaranty of good faith on the part of the CONTRACTOR to execute the work in accordance with the terms of the CONTRACT.

PLANS: Shall mean the same as Contract Drawings, as prepared by the ENGINEER or a CONSULTING ENGINEER.

PROJECT: Shall mean any bidding documents and any and all contract documents pertaining to these specifications and any associated plans thereof.

PROJECT MANAGER: Authorized representative for the CITY to manage the PROJECT. May also mean the same as CITY ENGINEER.

PROPOSAL: The offer of a BIDDER to perform the work described by the BIDDING DOCUMENTS when made out and submitted on the prescribed form, properly signed and guaranteed.

SPECIFICATIONS: The legal and procedural documents, general requirements of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

STATE: Shall mean the same as MoDOT unless reference is to a State law.

SUBCONTRACTOR: A person or entity that submits a Bid to a BIDDER for materials or labor for a portion of the Work, acting for or in behalf of the CONTRACTOR in executing any part of the CONTRACT, but does not include one who merely furnishes material.

SUBSTANTIAL COMPLETION: the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

SUCCESSFUL BIDDER: The lowest qualified, responsible, and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as herein provided) makes an award.

SURETY: 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 OWNER. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.

## **BIDDING DOCUMENTS**

Complete sets of Bidding Documents must be used in preparing Bids; OWNER and ENGINEER will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

The Contract Documents, including specifications, are available on the City of O'Fallon website and are open for public inspection. The link is as follows: <https://www.ofallon.mo.us/bid-opportunities>

## **SPECIFICATIONS, CONTRACT, AND BOND**

The bidding documents, contract, and bond governing the construction of the work contemplated are defined with the General Requirements and Job Special Provisions of this spec book.

## **NONDISCRIMINATION**

1. The undersigned, as BIDDER, understands that in any project involving participation of CITY funds, the BIDDER awarded the Contract will be required to comply, and to cause his subcontractors, if any, to comply with all County and State statutes, regulations, and directives against discriminations against any person in connection with the Contract, on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination extended to procurement of materials and lease of equipment for use in connection with the Contract.
2. The undersigned, as BIDDER, understands that the BIDDER awarded the Contract will be required to comply with the Executive Order of the Governor of the State of Missouri dated September 10, 1973. This order stipulates that there shall be no discriminatory employment practices by the CONTRACTOR or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned CONTRACTOR or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

## **BID QUANTITIES**

1. It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the CITY and are used solely for the purpose of comparing bids and awarding the Contract and may or may not represent the actual quantities encountered on the job.
2. BIDDER shall complete the schedule of unit prices included in the Bid Form. The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. Where a space is provided for a price to be expressed in words, said price shall be provided.
3. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid/alternate bid(s) and the true (mathematically correct) sum of the individual bid items, the true sum shall prevail.
4. In certain cases, amounts are to be shown in both words and (numerical) figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern. The

value that is in the best interest of the City shall take precedence over and above these discrepancies.

5. Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.
6. The adjustment unit prices provided for in the Bid Form shall apply only in the event of a Change Order providing for such increase or decrease in the quantities. The Contract Price will be subject to adjustment according to final measured, used, or delivered quantities, and the adjustment unit prices in the Bid will apply to such final quantities.

## **PREPARATION OF BID FORM**

1. Each bid must be submitted on the prescribed Bid Form. All blank spaces for bid prices must be filled-in with indelible ink or typewritten. The "Total" must be completed in both words and figures on the Bid Form.
2. Signature of BIDDER based on type of business shall be as follows:

A Bid by a Corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer, accompanied by evidence of authority to sign for the corporation.

A Bid by a Partnership shall be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign.

A Bid by a Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm shall be shown below the signature.

A Bid by an Individual shall show the BIDDER's name.

A Bid by a Joint Venture shall be executed by each joint venturer in the manner indicated on the Bid Form.

3. The names of all persons signing shall be legibly printed below their signatures. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by OWNER, evidence of the authority of the person signing shall be furnished.
4. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
5. No alterations in a Bid by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by BIDDER; if initialed, OWNER may require BIDDER to identify any alteration so initialed.

## BID GUARANTEE

1. Each Bid shall be accompanied by cash, a certified check or a satisfactory bid bond executed by the BIDDER and a surety company and payable to the City of O'Fallon, Missouri, in an amount of not less than five percent (5%) of the total combined price of Base Bid and all combined Alternate Bids. If the BIDDER fails to enter into a contract with the CITY on the terms stated in his Bid or fails to furnish a Performance, Payment and Guarantee Bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the CITY as liquidated damages, not as a penalty. Cash will be an acceptable form under the following criteria:
  - i. All cash shall be rounded up to the nearest dollar (no coin change provided)
  - ii. The exact amount of cash provided shall be written on a small, sealed envelope included in the sealed bid
  - iii. Cash guarantees shall be publicly counted and verified a minimum of two times, and recorded at the Bid Opening
  - iv. All cash guarantees shall be deposited with the City immediately. Any returned guarantees that are cash-based will be returned via a City check to the bidder, in accordance with the rest of the Bid Guaranty sections.
2. The CITY will have the right to retain the Bid Bond of BIDDERS to whom an award is being considered until either (a) the "City-Contractor Agreement" has been executed and the Performance, Payment and Guarantee Bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
3. Such check or bid bond will be returned to all except the three (3) lowest BIDDERS within fifteen (15) days after the opening of the bids; and the remaining cash, checks, or bid bonds will be returned promptly after the CITY and accepted BIDDER have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.
4. Failure on the part of the BIDDER to submit an original executed Bid Bond, cash, or check, as described in the previous paragraphs, along with the Bid Form shall be grounds for disqualification. Photocopies of bonds or checks shall not qualify as a legitimate bid security.

## RECEIPT AND OPENING OF BIDS

To make deliveries of the bids for this project, the delivery vendor or bidder may hand deliver the sealed bid during City Hall hours of Monday – Friday 8:30 am – 4:30 pm utilizing the West Entrance only. Mailed proposals are accepted with regular mail service each day.

Bids will be received until **2:00 PM on Tuesday, November 15, 2022** by:

**City of O'Fallon – Purchasing Agent  
100 North Main Street  
O'Fallon, Missouri 63366**

Any bids received after the time and date specified above shall not be considered. If a bid is to be mailed or delivered with a delivery service/courier, bid must still be received until the bid opening date/time. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated. Unsigned bids will not be read.

**Do not staple or submit bid in any type of binder;** binder clips are preferred.

The outside of the envelope containing the bid must be sealed and designated with the label as found in the Exhibits.

If forwarded by mail/delivery service, the sealed envelope containing the bid must be enclosed in another envelope, addressed as specified in the bid form.

Members of the public, including Bidders, Contractors, Sub-Contractors, and others, may appear in person for the bid opening at City Hall, however; the bid opening will be streamed live on the City's website at: <https://www.ofallon.mo.us/ofallontv>. The City will make every effort to post the "as read" bid opening results on the City's website by the close of business that same day. The bid results will be available on the "Bid Opportunities" page within the "Services" tab on the City website. A link to the video may be obtained by contacting Christine Grabin, Purchasing Agent at [cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us) or (636) 379-5527. Please allow up to 48 hours to receive the link.

#### **USE OF CITY OF O'FALLON IN ADVERTISING**

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

#### **SUBCONTRACTS AND SECOND TIER SUBCONTRACTING**

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the CITY and MoDOT. The CONTRACTOR shall furnish to the CITY a signed copy of any subcontract on request.

No less than seventy percent ( 70%) of the contract work shall be performed by the prime CONTRACTOR's own forces and equipment.

Second tier subcontracting will not be permitted on this project. It will be the responsibility of the CONTRACTOR to ensure that his subcontractors do not, in turn, subcontract any portion of the work.

## **EXECUTION OF CONTRACT**

The BIDDER to whom the Contract has been awarded shall sign one (1) copies of the City-Contractors Agreement and return it along with one (1) original of properly executed Performance, Payment and Materials bonds, and all certificates of insurance as set forth in the "General Requirements" within ten (10) days after receipt of the Notice of Intent to Award from the CITY. Failure to return the required items above to the CITY within ten (10) days after receipt of the Notice of Intent to Award shall be cause for the annulment of the Contract award and the forfeiture of the bid security to the CITY.

## **QUALIFICATION OF BIDDER**

The CITY may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY, all such information and data for this purpose as the CITY may request, as required in the enclosed Bidder's Questionnaire document. 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.

## **CONDITION OF WORK**

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

## **INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS**

It is the responsibility of each BIDDER before submitting a Bid to:

1. BIDDERS shall promptly notify the CITY of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
2. BIDDERS may request clarification or interpretation of the Bidding Documents by making a written request by utilizing the enclosed Request for Information (RFI) form, which shall reach the CITY within the time frame required on said RFI form in order to provide sufficient time to research and respond to the request.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and BIDDERS shall not rely upon such interpretations, corrections and changes.



4. If the CITY determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all BIDDERS setting forth such clarification.

## **EXAMINATION OF BIDDING DOCUMENTS AND SITE**

Before submitting a bid, BIDDER shall:

1. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;
2. Visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
3. Become familiar with and satisfy BIDDER as to all Federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
4. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site;
5. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents and safety precautions and programs incident thereto;
6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
7. Become aware of the general nature of the Work to be performed by OWNER or others at the Site that relates to the Work indicated in the Bidding Documents;
8. Correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
9. Promptly give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by OWNER or CONSULTING ENGINEER is acceptable to BIDDER; and
10. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

## **SUBSTITUTE AND “OR-EQUAL” ITEMS**

1. The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality, which must be met by any proposed substitution.
2. No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the CITY at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems, equipment, or other Work that incorporation of the substitute would require shall be included in each such request. The CITY, at its sole discretion, may approve or disapprove the proposed substitute.
3. If the CITY approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. BIDDERS shall not rely upon approvals made in any other manner.
4. No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

## **ADDENDUM (Singular)/ADDENDA (Plural)**

1. No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing (utilizing the enclosed Request for Information form) addressed to:  
  
City of O'Fallon, MO  
Attn: Ruth Field  
100 North Main Street, O'Fallon, MO 63366  
Or by e-mail to [rfield@ofallon.mo.us](mailto:rfield@ofallon.mo.us)  
and to be given consideration must be received within the time requirements as stated on the RFI form.
2. Any and all such interpretations to the specifications which, if issued, will be e-mailed and/or faxed to all prospective BIDDERS prior to the date fixed for the opening of bids. Paper copies will also be available upon request. A scanned copy will also be placed on the City of O'Fallon's website under 'Bid Opportunities' section.
3. BIDDER is required to acknowledge all addenda as part of the bid.
4. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. The BIDDER is responsible to check with the CITY on the status of addenda. All addenda so issued shall become part of the Contract documents.

## **POWER OF ATTORNEY**

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

## **LAWS AND REGULATIONS**

The CONTRACTOR shall at all times observe and comply with all Federal and State laws and CITY ordinances and regulations, which in any manner affect the conduct of the work on this project, and particularly in the handling, demolition, transportation, and use of explosives, and shall observe and comply with all orders, laws, ordinances, and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered.

The ENGINEER has the authority to stop demolition work activities if, in his judgment, incomplete adherence to laws, regulations or contract specifications occurs. The CONTRACTOR may not resume demolition activities unless given written permission by the City or ENGINEER. The CONTRACTOR will supply complete, up to date, copies of daily progress logs, visitor's logs, waste shipment records and landfill tickets within 48 hours of receipt of written request to do so by the City or the ENGINEER.

The CONTRACTOR and his sureties will indemnify and save harmless the OWNER and all its officers, agents and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulations or order, whether by himself or employees.

## **AWARD OF CONTRACT**

1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER may also reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful BIDDER.
2. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.
3. In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and with such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

4. In evaluating BIDDERS, OWNER will consider the qualifications of BIDDERS and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents.
6. If the Contract is to be awarded, it will be awarded to the BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of OWNER.
7. CITY will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the CITY or who owes any amount(s) for delinquent taxes, fees or licenses.

#### **WORKER ELIGIBILITY/E-VERIFY**

Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo, for any Contractor performing work in excess of \$5,000.

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

[https://ago.mo.gov/docs/default-source/pdf-forms/affidavit\\_of\\_compliance.pdf?sfvrsn=2](https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2)

(a copy of this affidavit is also in the Exhibits)

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

<https://www.e-verify.gov/employers/enrolling-in-e-verify>

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

**NOTE:**

Sole Proprietors

a) Sole Proprietor-No Employees

If the proposed contractor is a sole proprietor with no employees, presentation of a copy of the sole proprietor's driver's license or other document as affirmative proof of their eligibility to provide services or the Affidavit-Applicant Failure to Prove Lawful Presence is all that is required for contracts in excess of \$5,000. A sole proprietor with no employees will not have an Employer Identification Number (EIN) and will not be able to participate in the E-Verify program.

b) Sole Proprietor-with Employees

If the sole proprietor has employees, they will need to complete and submit the Annual Worker Eligibility Affidavit, the first page and the signature page(s) of the E-Verify MOU documentation along with documentation of affirmative proof of citizenship and/or permanent residency within the United States for contracts in excess of \$5,000.

**MODIFICATIONS AND WITHDRAWAL OF BID**

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

**TAXES**

This project is exempt from all Missouri sales and use tax per Missouri State regulations. Inasmuch as all Missouri sales tax will be exempt, CONTRACTORS shall not include any sales tax in their proposal. Compliance with these tax savings procedures is compulsory and for the benefit of the CITY. A copy of the procedure to be followed to obtain this exemption will be furnished to the successful BIDDER. BIDDERS shall include in their proposals any other sales or use taxes which they are required by law to pay.

**AVAILABLE LAND**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by CONTRACTOR in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise specified in the Bidding Documents.

**INSURANCE**

The CONTRACTOR will be required to carry insurance as required by the General Requirements hereto attached, during the lifetime of this Contract. Certification of insurance coverage shall be filed with and approved by the OWNER.

## **PAYMENTS**

Payments for all work performed under this contract will be made by check, by the OWNER, within thirty (30) days after completion and acceptance of the work covered by the Contract. Partial estimates may be issued and paid as provided in the General Conditions and General Specifications, hereto attached.

**Direct Deposit (a/k/a/ Electronic Funds Transfer, or EFT):** The Contractor may sign up for Direct Deposit with the City to expedite the receipt of payment. This shall solely be at the discretion of the Contractor. If the Contractor wishes to enroll in Direct Deposit, the Contractor shall fill out the EFT Agreement form (Refer to the Exhibits) during the pre-construction period and submit a legible original to the City's Project Manager, along with a voided check. The agreement will remain in effect until the Contractor provides a written notice to terminate the agreement. Once the Direct Deposit is in place, then payments will no longer be mailed and/or available for pickup.

## **CONTRACTOR'S AFFIDAVIT**

Enclosed with this book is a CONTRACTOR's Affidavit. Said form is to be filled out and submitted with each sealed bid.

## **CONTRACT TIME**

The number of days within which, or the date by which, the Work is to be completed. The Contract Time is set forth in the Bid Form and will be included in the City-Contractor Agreement. Said contract time shall commence from the written/effective notice to proceed date.

## PROPOSAL DEMOLITION OF 419 & 423 N. MAIN STREET

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Communications concerning this Bid shall be sent to BIDDER at the following address:

City of O'Fallon, MO  
Attn: Ruth Field  
100 North Main Street, O'Fallon, MO 63366  
Email: rfield@ofallon.mo.us

Below is a contact for the BIDDER submitting this bid, who will be responsible for any questions that may arise during bid review and who may also be contacted to discuss the acceptance or rejection of this bid:

BIDDER Company Name	
BIDDER Contact Person Name	
Address	
City/State/Zip	
Phone Number	
Email Address	
Fax Number	

BIDDER accepts all of the terms and conditions of the "Notice to Bidders" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance 60 days after the day of Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

Suitable bid security in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) as called for in the INSTRUCTION TO BIDDERS accompanies this proposal. This sum is to be forfeited to the CITY if the party or parties making this proposal fail to enter into contract with approved securities within ten (10) days after the notice of intent to award the contract has been made.

In submitting this Bid, BIDDER represents that:

1. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

2. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. BIDDER is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

5. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

6. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.

7. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

8. BIDDER further represents that this Bid is genuine and is not made in the Interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER. Moreover, BIDDER has completed and submitted with his bid an Anti-Collusion Affidavit.

9. The CONTRACTOR shall commence clearing and grubbing operations upon written notice from the City of O'Fallon to begin work and shall fully complete all work under this contract as set forth in the "Job Special Provisions", the rate of progress and the time of completion being essential conditions of this contract.

10. All estimated quantities stipulated in the Bid Form are approximate and are to be used only (a) as a basis for estimating the value of the Work for making partial payments, (b) for computing the cost of change orders and (c) for the purpose of comparing the bids submitted for the Work.

11. BIDDER will complete the Work for the following unit prices. BIDDER acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids,



and that final payment for all Unit Price Bid items will be based on quantities provided, determined as provided in the Contract Documents.

**BID FORM**

CONTRACTOR NAME: \_\_\_\_\_

**Demolition of 419 and 423 N. Main Street  
BID # 22-086R**

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Bond & Mobilization	LS	1		
2	Demolition on 419 N. Main St.	LS	1		
3	Demolition on 423 N. Main St.	LS	1		
4	Removal and Disposal of all Materials, Waste and Debris on 419 N. Main	LS	1		
5	Removal and Disposal of all Materials, Waste and Debris on 423 N. Main	LS	1		
6	Site Grading & Restoration 419 N. Main	LS	1		
7	Site Grading & Restoration 423 N. Main	LS	1		
8	Erosion Control	LS	1		

**TOTAL BASE BID (In Figures)** \$ \_\_\_\_\_

**TOTAL BASE BID (As Written)**  
\_\_\_\_\_

The above Lump Sum shall include the cost of all labor, equipment, materials, removals, overhead, profit, insurance and other incidental items required to cover the completion of each such item of work in accordance with the Drawings, Specifications, and Contract Documents.

**ALTERNATE BID NO. 1 OF 1 (Required)**

Should the Bidder be required to furnish all material, labor and equipment necessary for the following:

Description	Unit	Qty	Unit Price	Extension
Removal & Disposal of Existing Pavement 419 N. Main St & Restoration	LS	1		
Removal & Disposal of Existing Pavement 423 N. Main St & Restoration	LS	1		

TOTAL ALTERNATE #1 COST \$ \_\_\_\_\_

AS WRITTEN:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL BASE BID + ALTERNATE (In Figures) \$ \_\_\_\_\_

TOTAL BASE BID + ALTERNATE (As Written)

\_\_\_\_\_

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RESOLUTION NO. 7-21-92 AND ORDINANCE NO. 2069

Estimated total number of employees on the job: \_\_\_\_\_

Estimated total number of Metropolitan St. Louis area residents on the job: \_\_\_\_\_.

Percentage of prospective employees for the project which have satisfactorily completed apprenticeship programs developed and operated in accordance with the policy recommendations, requirements, dated January 28, 1992, of the Federal Committee on Apprenticeship, U.S. Department of Labor, Employment, and Training Administration, Office of Work-Based Learning, Bureau of Apprenticeship and Training.

\_\_\_\_\_

RESOLUTION 7-1-93

1. How many project workers reside in:

- O'Fallon \_\_\_\_\_
- St. Charles County \_\_\_\_\_
- St. Louis \_\_\_\_\_
- Missouri \_\_\_\_\_

2. How many subcontractors have offices in:

- O'Fallon \_\_\_\_\_
- St. Charles County \_\_\_\_\_
- St. Louis \_\_\_\_\_
- Missouri \_\_\_\_\_

3. What percent of the materials used on this project is to be purchased in:

- O'Fallon \_\_\_\_\_
- St. Charles County \_\_\_\_\_
- St. Louis \_\_\_\_\_
- Missouri \_\_\_\_\_

## SIGNATURE OF BIDDER

Complete the applicable paragraph. Clearly print or type name underneath all signatures. Signatures must also be Notarized as part of the signed bid requirements.

A. Corporation

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_ and the full names of its officers are as follows:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Manager \_\_\_\_\_

B. Partnership

The Bidder is a partnership consisting of individual partners whose full names are as follows:

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

The partnership does business under the legal name of :

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

C. Individual

The Bidder is an individual whose full name is and, if operating under a trade name, said trade name is:

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

\_\_\_\_\_  
(Legal Entity)

By \_\_\_\_\_

Dated \_\_\_\_\_

D. Limited Liability Company (LLC)

The Bidder is a Limited Liability Company (LLC) and the person listed below is signing on behalf of the organization or company:

By \_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(name of organization or company)

E. Joint Venture

The Bidder is a joint venture consisting of the following:

By \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

By \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

Notarization of Signature

Subscribed and sworn to me, the undersigned, a Notary Public, this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Appointment expires: \_\_\_\_\_  
(Notary: apply stamp/seal in this blank space)

## **GENERAL REQUIREMENTS**

### **GENERAL**

The Federal Government is not participating in the cost of construction of this project.

### **ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT**

- A. DEFINITIONS. As used in this section, the following terms shall have the following meanings:
1. "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;
  2. "CONTRACTOR", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
  3. "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;
  4. "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
  5. "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
  6. "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;
  7. "Knowingly", a person acts knowingly or with knowledge,
  8. With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
  9. With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;
  10. "Municipality", the City of O'Fallon, Missouri.
  11. "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

12. "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
13. "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

**B. ILLEGAL ACTS.**

1. No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection B1 of this section.
3. The affidavit shall be approved as to form by the municipal attorney.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection B1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under subsection B1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection B1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection B1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
6. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
7. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES.**

The contractor shall comply with all laws pertaining to the Americans with Disabilities Act during construction of pedestrian facilities on public rights of way for this project. An ADA Post Construction Checklist is to be utilized by the contractor for verifying compliance with the ADA



law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work. The contractor can locate the ADA Inspection Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

The checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: Americans with Disabilities Act Accessibility Guidelines (ADAAG), Draft Public Rights of Way Accessibility Guidelines (PROWAG), MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the Access Board.

The contractor shall provide the completed ADA Post Construction Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA Post Construction Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer.

## **BUY AMERICA REQUIREMENT**

The CONTRACTOR shall comply with all the provisions of Section 106.9 of the Missouri Standard Specifications for Highway Construction (latest version thereof), if Federal and/or State grant funds are used to fund a project.

It is highly suggested that the CONTRACTOR comply with all the provisions of Section 106.9 of the St. Louis County Standard Specifications for Road and Bridge Construction (latest version thereof), if City funds are used to fund a project.

Any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto for construction, alteration, repair, or maintenance of any public works shall be manufactured or produced in the United States. The following is a list of exceptions or variations to this rule:

- Any total contract under \$25,000
- Limited American product availability.
- Product acquisition would impose substantial cost increases to the contract, in which cases the City will require written cost comparisons

Certifications proving that products are of an American origin will be required as part of the construction closeout.

Refer to the section titled "GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES" for overrides to this rule in certain circumstances.

## **CHANGED CONDITION CLAUSES**

**Note:** Where Division Numbers are referenced, refer to the St. Louis County Standard Specifications for Road and Bridge Construction (latest version thereof) for a fuller text.

### Differing Site Conditions Clause (St. Louis County Standard Specification Section 104.3.3)

This clause provides for the adjustment of the contract terms if the CONTRACTOR encounters:

- Subsurface or latent physical conditions that differ materially from those indicated in the contract, or
- Unknown physical conditions of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent to the work.

If differing site conditions are encountered during the progress of the work, the discovering party shall promptly notify the other party in accordance with "Notification of Differing Site Conditions and Changes in the Work". No further disturbance of the site or performance of the affected work shall be done after the alleged differing site conditions are noted, unless otherwise directed in writing by the ENGINEER.

Upon written notification, the ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The ENGINEER will notify the CONTRACTOR if an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR as provided the required written notice as specified in "Notification of Differing Site Conditions and Changes in the Work".

No contract adjustment will be allowed under this section for any effects caused on unchanged work.

Payment will be determined in accordance with "Differing Site Conditions and Changes of Work" and adjustments in contract time will be determined in accordance with the standard specifications.

#### Changes in the Work

When considered necessary to satisfactorily complete the project, the ENGINEER reserves the right to provide written notice to the CONTRACTOR, at any time during the contract, to change quantities of make other alterations for which where are no provisions included in the contract. Such changes in quantities and alterations in the work will not invalidate the contract, require consent of the surety, nor release the contract surety, and the CONTRACTOR agrees to perform the work as altered. Alterations of plans or of the nature of the work will not involve work beyond the termini of the proposed construction, except as may be necessary to satisfactorily complete the project.

If the alterations of changes in quantities do not cause a significant change in the work to be performed under this contract, payment for the altered work will be determined in accordance with standard specifications for all work which a contract unit price exists, and "Differing Site Conditions and Changes of Work" for all other work. The basis for the adjustment for work for which no unit price exists shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the ENGINEER may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined.

If the alterations or changes in quantities cause significant change in the work under the contract, an adjustment will be made to the contract. This adjustment will occur whether such alterations or changes are in themselves a significant change in the work or by affecting other work, causing such other work to become significantly different. Payment will be determined in accordance with the standard specifications or "Differing Site Conditions and Changes of Work". The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the ENGINEER may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined.

#### Notification of Differing Site Conditions and Changes in the Work

The CONTRACTOR shall promptly notify the ENGINEER of alleged changes to the contract due to differing site conditions, altered work beyond the scope of the contract, or actions taken by the City that changed the contract terms and conditions. Within five calendar days of the date of the alleged change or action was noted, the CONTRACTOR shall provide the following information to the ENGINEER in writing:

- a) The date of occurrence and the nature of circumstances of the occurrence.
- b) The name, title, and activity of any City employees having knowledge of the matter.
- c) The identity of any documents and the substance of any oral communications involved.
- d) The basis for a claim of accelerated schedule performance

- e) The basis for a claim that the work is not required by the contract.
- f) The particular elements of contract performance for which additional compensation may be sought under this section including:
  - 1. Pay items that have been or will be affected.
  - 2. Labor or material, or both, that will be added, deleted, or discarded and what equipment will be idled, extended or required on the project.
  - 3. Delay and disruption in the manner and sequence of performance that has been or will be caused.
  - 4. Estimated adjustments to contract prices, delivery schedules, staging, and contract time.
  - 5. Estimate of the time within which the City must respond to the notice to minimize cost, delay, or disruption of performance.

For good cause the ENGINEER may extend the time for the CONTRACTOR to provide any part of the above information.

The failure of the CONTRACTOR to provide said notice will constitute a waiver of any and all claims that may arise as a result of the allegations.

#### Differing Site Conditions and Changes of Work

Contract adjustments to compensate for changes in the work or extra work caused by differing site conditions or changes in the work performed in accordance with the standard specifications will be determined by use of one of the following methods, in order of precedence.

**Contract Unit Prices.** Where contract unit prices exist, the contract unit price will always be applied without deviation, unless the effect of a differing site condition or a significant change in the character of the work requires an equitable adjustment to a contract unit price under the terms of this contract. Equitable adjustments will exclude any anticipated profits.

The term "significant change" shall apply only to the following circumstances:

- The altered character of the work differs materially in kind or in nature from that involved or included in the original construction, or
- A major item of work, as defined in the contract, is increased in excess of 125 percent or decreased below 75 percent of original contract quantity.

#### **Unit Prices or Lump Sum Amount Agreed Upon in the Change Order Authorizing the Work.**

Where contract unit prices do not exist for the work to be done, the parties may agree to such unit prices or a lump sum price for that work. The CONTRACTOR shall not include profit and overhead charges exceeding the following percentages of such unit prices or lump sum price:

- In cases where the total cost of changes in the work are \$10,000 or less, twenty percent (20%);
- In cases where the total cost of changes in the work are greater than \$10,000 and less than or equal to \$50,000, eighteen percent (18%);
- In cases where the total cost of changes in the work exceed \$50,000, fifteen percent (15%)

For work completed by subcontractors, the prime CONTRACTOR shall not include profit and overhead charges exceeding the following percentages of all such unit prices or lump sum price:

- In cases where the total cost of changes in the work are \$10,000 or less, ten percent (10%);
- In cases where the total cost of changes in the work are greater than \$10,000 and less than or equal to \$50,000, seven and one-half percent (7.5%);

- In cases where the total cost of changes in the work exceed \$50,000, five percent (5%).

Where an equitable adjustment to a unit price is required, the parties may agree to the adjustment to be made to the contract unit price, excluding any anticipated profits. Prior to agreeing upon such unit or lump sum prices, the ENGINEER may require from the CONTRACTOR any information to which the ENGINEER is authorized under the standard specifications.

**Equitable Adjustment.** In all other cases, except work ordered to be performed under force account, the ENGINEER will make an equitable adjustment to or determination of the affected contract prices for the work, based on the CONTRACTOR's actual costs to perform the work. This determination will be consistent with the CONTRACTOR's other proven costs to perform the contract work, as shown in the CONTRACTOR's bid computations and project cost records, produced and kept in the ordinary course of business. Prior to making an equitable adjustment, the ENGINEER may require from the CONTRACTOR any information relevant to that determination, including the information authorized under the standard specifications. The condition precedent to determination of CONTRACTOR entitlement and amount of any contract adjustment and City liability will be that adjustment:

- a) Is supported by demonstrated actual costs incurred, including by an audit of the actual costs, unless expressly waived by FHWA on federal aid projects;
- b) Has a basis in the terms of the contract;
- c) Has a basis in terms of applicable Missouri law and;
- d) Is in accordance with prevailing principles of public contract law.

**Application of Force Account.** Force account, as computed under the standard specifications., will apply to determine the amount of compensation for a contract adjustment under the standard specifications only when expressly directed to be used in writing by the ENGINEER and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the contract, for breach of the contract, arising from a claimed representation by which the contract was induced or any other basis.

## **CHANGE ORDERS**

Except as otherwise provided for in the change order, an adjustment of the contract price or time of contract performance in a change order constitutes compensation in full to the contractor and the contractor's subcontractors and suppliers for all costs and time effects directly or indirectly attributable to the matter described in the change order, for all delays related thereto, for all impact, cumulative impacts and for performance of the change within the time stated. The surety's liability under the contract bond and contract shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the City for the Contractor's entire performance and of all obligations arising under or from, the contract, which shall include, but not be limited to, and change orders issued under the contract that increase the cost of the contract.

A sample Change Order form is included in the attachments. This form or a variation thereof will be used to authorize any change orders on this project. In cases where an engineering company is utilized for design changes, that engineer will be sought for approval as part of said form.

CONTRACTOR shall submit justification and costs for any potential change orders. These documents will be attached to the Change Order form for reference. All change order forms will be signed by the Contractor before being approved by the City. The City may require City Council approval for change orders depending on the dollar amount of the contract and/or change order.

In the even there are deducts in price, a deduct change order may also be applicable.

The parties agree that, in any adjustment for delay costs, the City will have no liability for the following items of damages or expense:

- a. Profit in excess of that provided herein.
- b. Loss of profit
- c. Labor inefficiencies
- d. Equipment inefficiencies or reduced production
- e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- f. Indirect costs of expenses of any nature
- g. Attorney's fees, claims, preparation expenses or costs of litigation.

## **CLEANING UP**

The CONTRACTOR shall do all necessary clearing and demolition preparatory to excavation for the proposed construction. The CONTRACTOR shall not allow the site of the work to become littered with trash and waste material but shall maintain same in a neat and orderly condition during the process of the work to completion. The CONTRACTOR shall clean up all dirt from paved surfaces, and not allow same to pack on the roadway or create a traffic nuisance.

The CONTRACTOR is hereby notified that the maintenance of existing roadway crossings and entrances and any detour pavements will be responsibility of the CONTRACTOR for the entire duration of construction. Said roadways will be maintained at all times in a manner acceptable to the City of O'Fallon.

Snow removal may also be required when construction takes place during times of accumulated snow such that traffic is impeded and CITY provided snow removal cannot be completed as a result of the construction activities.

## **COMMERCIAL CONTAINERS/DUMPSTERS**

Any and all contained waste streams collected or hauled from any property within the city limits are subject to an annual fee. Waste streams include, but are not limited to trash, recycle and yard waste material. Once a fee is paid, then an annual decal is issued to be placed on the container. This is required on dumpsters or roll-off containers larger than 8 cubic yards. Each container is subject to an independent decal and fee. The fee is based on the size of the container.

The CONTRACTOR is responsible for any and all containers brought into the sight, including ones from subcontractors, and shall make sure that the decals are applied for and visible on any applicable containers. The CONTRACTOR will need to fill out all the required forms and pay the applicable fees for the proposed containers to be used on the site.

Once a fee and decal are received, then these are valid for one year anytime in the City of O'Fallon, for any type of project (public and private).

These forms and decals should be applied for as early in the construction project as possible. Copies of the forms and other information are found in the PERMITS section of this spec book

Failure to apply for the decal will result in the City withholding the fee cost from final payment to the CONTRACTOR.

This does not apply to dump trucks where the container is permanently affixed to the vehicle.

## **CONFLICT WITH PERSONNEL**

If a conflict between personnel of the CONTRACTOR and the CITY escalates cannot be settled amicably, the CONTRACTOR's personnel involved in the conflict shall be removed from the project. Actionable behavior, as determined at the discretion of the CITY or the CITY's representative on site, may include, but is not limited to: unprofessional conduct, confrontational behavior,

A personnel conflict shall not give cause for the CONTRACTOR to terminate this Contract nor to pull off employees from active job sites. If the CONTRACTOR withdraws crews, the CITY may, at its sole discretion, consider the Contract to be terminated. If the CITY so determines, notices shall be given as set forth therein.

## **CONSTRUCTION AND TRAFFIC CONTROL SIGNS AND BARRICADES**

The CONTRACTOR shall erect and maintain such barricades, construction signs, torches, red lanterns and guards as may be required to protect persons from injury and to avoid property damage during the construction period and until it is safe for traffic to use the facilities. Rules and regulations of the local authorities respecting safety provisions shall be observed. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks, driveways, or driver's sight distance. Gutters shall be kept clear or other satisfactory provisions made for street drainage. All construction signs and traffic controls shall be in accordance with the "Manual on Uniform Traffic Control Devices" (DOT-FHWA). When the Contractor deviates from the project's construction plans, the CONTRACTOR will add the necessary traffic control to comply with MUTCD, and any additional cost will be at the CONTRACTOR'S expense.

## **CONSTRUCTION STAKING/SURVEYING**

The CONTRACTOR will provide and pay for all construction staking for the work. Any restaking required shall be performed at the Contractor's expense. The Contractor shall carefully preserve all monuments, benchmarks, and reference points and, in case of destruction, Contractor shall be responsible for replacement.

If there is a pay item in the bid form/proposal for construction staking/surveying, then the Contractor shall provide an independent company licensed to perform said work. Contractor shall submit for approval to the City prior to commencing this work,

All work performed under this contract shall conform to the lines, grades and elevations shown on the drawings and within any tolerances which may be set forth in the Detailed Specifications. Positive drainage shall be maintained at all times by CONTRACTOR throughout construction.

All work done without being properly located and established from the base line and benchmarks shown on the drawings may be ordered removed and replaced at the CONTRACTOR's cost and expense.

### **CONSTRUCTION TESTS/TESTING**

The CITY will not provide the construction testing. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the ENGINEER. The testing firm will need to be approved by the CITY /ENGINEER prior to work being performed on the project.

A list of required tests at a minimum are listed in the Job Special Provisions.

### **CONTRACT DOCUMENT CONFLICTS**

In resolving conflicts, errors or discrepancies in the Contract Documents, the governing ranking shall be (listed highest to lowest):

1. Railroad Requirements
2. Permits
3. Job Special Provisions (including any addenda)
4. Project Specific Drawings
5. General Contract Requirements
6. MoDOT Standard Drawings
7. St. Louis County Standard Drawings
8. St. Louis County Standard Specifications
9. MSD Standard Drawings
10. MSD Standard Specifications
11. City-Contractor Agreement including bid tab items or quantities

### **COORDINATION OF WORK**

The CONTRACTOR shall cooperate with and so coordinate his work under this Contract to minimize cross-interference with the following:

1. Utility relocation arranged or constructed by the CITY.
2. Any utility relocation performed by any private utility. CONTRACTOR needs to show on his schedule how he plans to work with the utility relocations. CONTRACTOR's attention is directed to the Standard Specifications regarding coordination with utility companies.
3. Local access to abutting property owners.



## **COORDINATION WITH OTHER CONTRACTORS**

There is a possibility that other CONTRACTORS may be working in the vicinity during the construction of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR.

When necessary for proper prosecution of work, each CONTRACTOR shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

## **CUTTING AND PATCHING**

The CONTRACTOR shall do all cutting, sawcutting, removing, or patching of his work that may be required to make its several parts connect with the existing conditions as shown upon, or reasonably implied by the plans and specifications and as may be directed by the ENGINEER.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore as determined by the CITY.

The CONTRACTOR shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other CONTRACTOR without the consent of the ENGINEER.

## **DAMAGE TO EXISTING IMPROVEMENTS NOT TO BE DISTURBED**

The CONTRACTOR shall be responsible for replacing all items damaged outside the construction limits or not noted to be removed or adjusted. There is no direct payment for this work; it shall be subsidiary to the bid items. Any damaged sidewalk will be replaced to meet ADA requirements.

## **DAMAGE TO ROADWAYS**

Any damage to items that are to remain or recently constructed items will be repaired by the CONTRACTOR to the satisfaction of the engineer. If a portion of the roadway, curb and gutter, sidewalk, etc. is damaged then removal and replacement is required, it will be from joint to joint. No additional compensation will be allowed.

## **DRAINAGE CONSIDERATIONS**

CONTRACTOR will make provisions to alleviate any temporary flooding caused by staging of work. The CONTRACTOR shall provide temporary ditches, temporary connections to completed storm sewer systems or pumping as necessary to ensure that, as a minimum, one ten (10) foot wide traffic lane exist at all times in the direction of traffic. Under two-way traffic conditions two ten (10) foot lanes are required. Only one 10-foot lane is required for authorized one way sections. Payment for the maintenance of traffic shall be considered incidental to the work and no direct payment will be made for the installation or removal of any measure necessary to fulfill the intent of this section.

Water covering more than five (5) feet of the travel lane or greater than or equal to three (3) inches in depth on the roadway surface will not be allowed.

The CONTRACTOR should be prepared to provide this maintenance 24 hours a day, 7 days a week, as necessary from the Contract NTP until Final Acceptance.

## **DRAWINGS/PLANS**

Separate plans have not been prepared for this project. Please refer to the specifications only.

## **DUST CONTROL**

CONTRACTOR shall prevent dust both during and after completion of the project. Earth surfaces subject to dusting shall be moistened with water. Dusty materials in pile or in transit shall be covered to prevent blowing.

Buildings or operating facilities that may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors instrument panels or similar equipment shall be protected with suitable dust screens. Proper ventilation shall be provided with all dust screens.

## **EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT**

The CONTRACTOR shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the CONTRACTOR shall notify police or other emergency agencies immediately as needed. The CITY engineer's office shall also be notified when the CONTRACTOR requests emergency assistance.

In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (314) 340-4000
Fire and Ambulance: 911
O'Fallon Police (non-emergency): (636) 240-3200

This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

The CONTRACTOR shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the CONTRACTOR

completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

No direct pay will be made to the CONTRACTOR to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

## **EROSION CONTROL MEASURES**

CONTRACTOR shall be fully responsible for developing an erosion control plan and/or SWPPP for the project and will be responsible for maintaining the BMP's as well as updating the SWPPP as prepared. The City reserves the right to review this SWPPP anytime and ensure that the erosion control measures are performing satisfactorily.

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

Unless specifically noted otherwise within these Contract Documents, the following construction standards shall be used for and govern the work on this project:

**Storm and Sanitary Sewage Facilities:** Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, latest edition thereof.

**Roadway Construction:** Divisions 200 through 1000 St. Louis County Standard Specifications for Road and Bridge Construction, latest edition thereof. Some 100 divisions may be adopted throughout these specifications; however, the entire 100 division is not adopted as a whole.

The above noted documents are to be used as construction standards only. Contract language and specifications shall not be modified by these documents. Any part of the Contract or Contract Documents for this project shall take precedence over any contradictory language within the above noted documents.

Some construction standards may be modified by the City of O'Fallon or other third party.

Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) or other specified standard specification the latest current revision thereof shall be used and the English version shall be used.

## **HAULING OVER STREETS**

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

The CONTRACTOR will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, County or state streets, and any hauling

operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said city, County, or state streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

## HOURS OF WORK

CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

Construction hours on this project will be during the following times:

October 1 – May 31	
7:00 AM to 7:00 PM	Monday – Sunday
June 1 – September 30	
6:00 AM to 8:00 PM	Monday - Friday
7:00 AM to 8:00 PM	Saturday & Sunday

During construction activities on or adjacent to occupied buildings, and when appropriate, CONTRACTOR shall conduct his operations to avoid unnecessary noise which might interfere with the activities of building occupants. The CONTRACTOR must adhere to all City, County, and State Regulations regarding noise.

The following are the City of O'Fallon adopted Holidays:

- January 1 – New Year's Day \*
- Third Monday in January – Martin Luther King Day
- Third Monday in February – President's Day
- Last Monday in May – Memorial Day \*
- July 4 – Independence Day \*
- First Monday in September – Labor Day \*
- November 11 – Veteran's Day
- Fourth Thursday in November – Thanksgiving Day \*
- Fourth Friday in November – Day after Thanksgiving \*
- December 24 – Christmas Eve \*
- December 25 – Christmas Day \*

When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays fall on a Saturday, the holiday will be observed on the immediately preceding Friday.

Dates noted with an asterisk (\*) are major holidays that most of the general public adopts, and typically exhibits above average traffic. The remaining holidays may or may not be celebrated by the majority of the general public but are still adopted by the City.

CONTRACTOR shall seek, in writing, written approval to the CITY no less than 48 hours in advance of any work scheduled or proposed to be done on a Saturday, Sunday, or Holiday.

Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from the CITY ENGINEER.

## **INSPECTIONS**

The CONTRACTOR shall assure that representatives of the CITY shall have the privilege of inspecting and reviewing work done by the CONTRACTOR or his subcontractors on this project, in accordance with the Standard Specifications. In addition to the requirements set forth in the Standard Specifications, the City of O'Fallon, MoDOT, FHWA, or any other authority as approved by the City and their representatives and assigns, may make inspections of the work at any time and the Contractor shall grant them access to all parts of the work.

The CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such CONTRACTOR's office at all reasonable times during the contract period.

The CITY or their representative will generally make inspections and job control tests on (including but not necessarily limited to) the following items of work. It shall be the responsibility of the CONTRACTOR to notify the CITY or his representative by 3:00 P.M. of the day preceding any operation that affects these items.

- All Earthwork Operations
- Backfill
- All Concrete Operations
- Seeding
- Erosion control installation

If any operation which affects the above-mentioned items is to be performed on a Monday, notification must be made to the CITY his representative by 3:00 P.M. of the preceding Friday. The lack of supervision or inspection by the CITY or his representative shall not relieve the CONTRACTOR of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the CITY or his representative may be ordered removed and replaced at the CONTRACTOR'S expense.

The CITY shall also reserve the right to inspect any fabricated or manufactured items at the place of fabrication and/or manufacture, in accordance with the Standard Specifications. The CITY'S representative shall be notified in advance of the beginning of the shop work so the CITY'S representative may be present if the CITY'S representative desires. Requests for shop inspection shall be made a minimum of five (5) working days in advance of the need for inspection. The CITY'S, MoDOT's and FHWA's representative shall have full access to all parts of the shop or project site where material is being fabricated or assembled for inspection and shall be provided with every reasonable facility for determining the character of material, acceptability of fabrication, and the masses of the pieces.

## **INSURANCE & WORKER'S COMPENSATION**

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.
  
- B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
  - (1) Premises and Operations
  - (2) Products and Completed Operations
  - (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
  - (4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

- o \$3,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- o \$3,000,000 Aggregate for Products/Completed Operations
- o \$1,000,000 Personal Injury/Advertising Injury
- o \$3,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured: The Owner, all of its officers, directors and employees, and the Construction Manager, shall be named as Additional Insured's under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period, then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner

and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage: The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- C. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees, , as Additional Insured's. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Construction Manager shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- D. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/\$3,000,000 aggregate.
- E. Waiver of Subrogation. The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Construction manager, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

- G. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- H. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured's and have the Waiver of Subrogation endorsement added.
- I. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

## **LABOR POSTINGS**

The following information is required to be posted on the project and in the CITY ENGINEER'S office. Postings of any such other information as required by State and/or Federal wage/labor laws shall also be made.

- 1. In the CITY ENGINEER'S office (or construction trailer if applicable):
  - a. Missouri Equal Employment Opportunity Notice
  - b. PR-206, Title 18, Section 1020, Notice on False Statements
- 2. On the project:
  - a. CONTRACTOR's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers

## **LABOR RECORDS**

The prime CONTRACTOR and each subcontractor on all projects are required to submit one certified copy of labor payrolls for each week that work is in progress. In the event that work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payroll Records shall be submitted on the Missouri Division of Labor Standards Form LS-57, titled 'Contractor Payroll Records'. Please note that the US. Wage and Hour Division form may also be used, however there are some slightly different requirements identifying workers on the US form that need to be revised (see below).

Payrolls to be submitted shall be checked for compliance with the contract requirements and/or the State of Missouri requirements. All payrolls shall be retained by the local agency for a period of three years.

A certified copy of each weekly payroll must be submitted by the prime CONTRACTOR within seven (7) days of the payment date of the payroll. The certification may be attached to the payroll



or may be on the payroll itself. The prime CONTRACTOR will be responsible for the submittal of payrolls and certifications for all subcontractors on the project.

The local agency shall check payrolls, with the following checks being made to insure proper labor compliance. The CITY reserves the right to check as many field personnel as needed, and at a frequency as needed, to ensure compliance.

- The employee's full name as shown on his social security card and current address shall be entered on each payroll.
- Social security numbers are not required to be included on the payrolls.
- The project name and location on all records.
- Accurate payroll numbering and 'work ending' periods.
- When there is a temporary break in work, a "No Work Performed" payroll must be submitted.
- Correct employee classification;
- Correct hourly wage and, where applicable, the correct overtime hourly rate;
- Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
- All deductions are listed and the net wage shown. The Form WH-347 (explained in a subsequent paragraph) is to be used where fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- The CONTRACTOR is to be advised of any violations noted on the labor payroll. All the errors are to be corrected by means of a supplementary payroll.
- Final payrolls shall be marked "Final" or "Last Payroll".
- A record of all payrolls is to be maintained by the local agency.
- Upon completion of project labor records, an Affidavit in Compliance with Prevailing Wage for each contractor company and/or subcontractor company for the course of the project, shall be supplied to the CITY for review. Document shall be notarized prior to submittal.
- All payrolls shall be clear and legible such that there would be no mistake in interpreting any of the provided information.

The prime CONTRACTOR and each subcontractor are required to submit a weekly statement of compliance within seven days of the payment date of each payroll period. This statement, Form WH-347, is to be submitted in the prescribed form as set out in the "Required Contract Provisions" included in the contract. A record of all statements is to be maintained by the CITY.

## **LIEN WAIVERS**

CONTRACTOR shall supply to the CITY lien waivers for all material, labor, and equipment prior to final payment being issued. All lien waivers to be submitted shall be a 'final' version. All lien waiver documents shall be notarized prior to review.

Conditional or partial lien waivers may be submitted, however final payment will not be issued until all lien waivers are submitted as 'final'.

## **LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The CITY would suffer loss should the CONTRACTOR fail to have the work embraced in this contract fully completed on or before the time above specified: THEREFORE, in order to adjust satisfactorily the damage on account of such failure, and the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the CITY would sustain by reason of failure to complete fully said work within the time required by this contract, the CONTRACTOR hereby covenants and agrees to pay the CITY, as and for liquidated damages for each and every calendar day during which work remains incomplete and unfinished. Any sum which may be due the CITY for such damages shall be deducted and retained by the CITY from any balance which may be due the CONTRACTOR for progress payments or when said work shall have been finished and accepted. But such provisions shall not release the bond of the CONTRACTOR from liability according to its terms. In case of failure to complete, the CITY will be under no obligation to show or prove any actual or specific damage.

Liquidated damages shall be assessed against the CONTRACTOR for failure to commence the project within ten (10) calendar days from the written/effective notice to proceed date and/or complete the project on the designated completion date or within the allotted amount of calendar days in the amount of **Two hundred fifty dollars ( \$250)** per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

It shall be the responsibility of the ENGINEER to determine the quantity of excess days.

The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the St. Charles County Standard Specification for Arterial Highway Construction, as amended elsewhere in this contract.

## **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 unusual obstructions or difficulties, or any other natural or existing circumstances 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.

## **MAINTENANCE OF TRAFFIC AND ACCESS**

All maintenance of traffic and access shall be in accordance with the Standard Specifications. All trenching, excavation and other construction work shall be made in a manner to cause the least interruption to traffic. Where permits are required of the CONTRACTOR to excavate or obstruct public property, he shall in all ways comply with the provisions or requirements of the proper authorities issuing such permits including, but not limited to, their requirements as to time, notice required, warning devices and temporary structures required. The fire and police departments, ambulance services, businesses, school bus companies, residents, and the post office are to be notified 14 days prior to any street closings or detours. All construction signs shall be on the job site prior to any adjustments in the flow of traffic. All detours shall be approved by the CITY in writing prior to CONTRACTOR sending out notice of detour.

The CONTRACTOR shall always provide ingress/egress access to all properties. All temporary roadways and driveways required on the project shall be incidental to the contract (unless otherwise provided) and no additional payment will be made for these items. If temporary pavement is to be used for more than 3 weeks or it will provide access to 4 or more properties, the pavement type shall be hot mix asphalt and shall be maintained until permanent drives are restored.

## **NOTICE TO OWNERS AND AUTHORITIES**

The CONTRACTOR must notify the residents, local schools, bus services, utility companies, emergency services, post office, the County or adjacent Municipalities prior to closing streets or affecting service or access to property and prior to commencing work if work may affect said individuals.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance (minimum 48 hours) to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby. CONTRACTOR shall provide his/her contact information on any written notice handed out.

Prior to commencing work, closing of a traffic lane, or any subsequent change in the traffic configuration, detour etc., the CONTRACTOR must notify and provide the following agencies with a copy of their tentative work schedule:

- 1) Local Fire Department
- 2) Local Police Department
- 3) Local Fire and Rescue
- 4) Local School Districts (concerning school bus traffic)
- 5) Post office

## **PAYMENT AND MATERIALS BOND**

If the final contract amount of this project does not exceed \$50,000, a payment and materials bond is not required. Because of this, the City will withhold ten percent (10%) retainage on each invoice instead of the standard five percent (5%).

Otherwise, a bond will be required for the full amount (100% Labor and Material) of the contract price with a surety company for all contracts that exceed fifty thousand dollars (\$50,000).

Bond is for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise.

The bond shall be executed in a form acceptable to the CITY. The cost of the payment and materials bond shall be incidental to the price bid.

## **PERFORMANCE BOND**

If the final contract amount of this project is under \$50,000, a performance bond is not required. Because of this, the City will withhold ten percent (10%) retainage on each invoice instead of the standard five percent (5%).

Otherwise, a bond will be required for the one hundred percent (100%) of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work.

Both Contract and bond shall be executed in a form acceptable to the CITY. The cost of the performance bond shall be incidental to the bid.

## **PERMITS**

It is the responsibility of the CONTRACTOR to obtain all applicable permits from the required jurisdictional entities prior to the start of construction. If a permit is outstanding, then CONTRACTOR will not perform permitted work until permit is received and shall at his due diligence work on other items of the project until necessary permit(s) is(are) obtained.

All permits obtained shall be available at each site and posted (as necessary) according to each individual permit requirement. If individual permits require forms or logs to be filled out, then it will be the CONTRACTOR's responsibility to keep those items current. The CONTRACTOR is required to construct a temporary board for posting of all permits, and will be responsible for the posting and protection of all permits from weather, theft, etc. Said sign shall be posted as close to a major road or intersection as possible, and viewable from the street. Sign shall not be posted on private property.

If CONTRACTOR needs an additional permit, then he shall contact the appropriate jurisdictional authority.

CONTRACTOR is to be held responsible for violating any permits and the penalties and/or fines thereof. Any fines assessed against the City as a result of the CONTRACTOR's failure to install or maintain silt and erosion will be the responsibility of the CONTRACTOR. If fines are assessed following the completion of the project, the CONTRACTOR shall still be held liable for those as well. It is the CONTRACTOR's responsibility to adhere to permit requirements.

No measurement shall be made for this item. No direct payment shall be made towards any additional permit fees or for the construction and erection of a posting board to house all of the applicable permits.

## **POLLUTION**

CONTRACTOR shall prevent the pollution of drains and water courses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or water course other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any drain or water course.

## **POSTAL DELIVERIES**

The CONTRACTOR is to make arrangements with the US Post Office to allow for delivery of the mail during the project. The CONTRACTOR is to provide temporary mailboxes and reset or replace any existing mailboxes disturbed by the construction. This item shall be incidental and the CONTRACTOR will not receive any direct payment for this item.

## **PREVAILING WAGE LAWS**

State of Missouri: On projects involving Public Works or Public Funds valued over \$75,000.00, it is the statutory policy of the State of Missouri that “a wage of not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body, engaged in Public Works, exclusive of maintenance work.” In compliance with Missouri State Law, the following stipulations are made a part of this contract:

1. The schedule of occupational classifications and minimum hourly wage rates applicable to this project are to be attached and made a part of the Contract Documents.
2. The general prevailing rate for legal holidays and overtime work, as determined by the Industrial Commission, and as attached herein, shall be paid all workmen.
3. The CONTRACTOR shall forfeit as a penalty to the state, county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded \$100.00 for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him. Section 290.250, RSMo.
4. All bonds furnished by this CONTRACTOR shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.
5. A clearly legible statement of all prevailing hourly wage rates to be paid all workmen employed in order to execute this Contract and employed on this project shall be kept posted in a prominent and easily accessible place at the site thereof by each CONTRACTOR and subcontractor engaged in this project under the Prevailing Wage Law Section 290.210 through 290.340 as amended R.S. No. 1994, effective October 13, 1994; and each notice shall remain posted during the full time that any such workmen shall be employed on the project.
6. Upon completion of construction and before final payment can be made from this project; the CONTRACTOR shall file an “Affidavit of Compliance with the Prevailing Wage Law”. No payment can be made unless and until this affidavit is filed in proper order.

The Prevailing Wage document to be utilized throughout the duration of the construction contract is the one that is “In Effect” as posted with the Missouri Department of Labor and Industrial Relations at the time of the first day of the project Advertisement.

The Prevailing Wage document as attached to these specifications, for all intents and purposes is meant to reflect the most current version at the time of the bid opening and if for some reason the one included with these specifications is out-of-date, then one that would have been in effect at the time of the advertisement will prevail.

## **PROGRESS PAYMENTS**

CONTRACTOR shall submit original signed ***monthly*** pay requests to the CITY ENGINEER by the tenth of the month, on the AIA format (form G702) for invoices. Payment will be made by the first of the next month. The pay request will reflect the following changes and totals made on past invoices for:

- Contract Amount
- Total Change Order amounts
- Pay Item quantities of work completed that month
- Additional pay items
- Previously paid invoices
- Total retainage to date
- Total amount due this pay request

A retainage of five percent (5%) shall be withheld from each partial payment. It will be returned when the CITY ENGINEER accepts the project as complete. For public projects with an estimated value under \$50,000, no surety bonds are required. However if no bond is received, then the City reserves the right to withhold ten percent (10%) from each partial payment.

First payment will not be made until the following items have been approved by the CITY.

- Project Schedule
- Erosion Control Plan
- Traffic Control Plan
- Shop Drawings

Subsequent progress payments will be suspended unless the CONTRACTOR's project schedule is up to date and acceptable to the CITY, and weekly payroll statements of compliance are current

**Direct Deposit (a/k/a/ Electronic Funds Transfer, or EFT):** The Contractor may sign up for Direct Deposit with the City in order to expedite the receipt of payment. This shall solely be at the discretion of the Contractor. If the Contractor wishes to enroll in Direct Deposit, the Contractor shall fill out the EFT Agreement form (Exhibit S) during the pre-construction period and submit a legible original to the City's Project Manager, along with a voided check. The agreement will remain in effect until the Contractor provides a written notice to terminate the agreement. Once the Direct Deposit is in place, then payments will no longer be mailed and/or available for pickup.

## **PROGRESS REPORTS**

The CONTRACTOR shall submit progress reports on a monthly basis beginning the first Friday after award of the project and continuing through closeout of the project. The reports shall briefly describe work accomplished during the time period and projected work for the next time period. They shall indicate the project number, and the days the CONTRACTOR was unable to work due

to conditions beyond his control (list specific reason, i.e. rain, cold, etc.). They shall be in a neat, legible form and submitted to the CITY (four copies).

## **PROGRESS SCHEDULE**

The CONTRACTOR shall, prior to start of construction, prepare and submit to the CITY or their representative for approval a detailed schedule of all operations showing the following:

1. The anticipated time of commencing and completion of various operations to be performed under this Contract.
2. The estimated time required for fabrication and/or delivery of all materials and equipment required for the work.
3. Utilities relocations by others and how it affects CONTRACTOR schedules.

In addition to the requirements set forth in the Standard Specifications, the initial schedule to be submitted at or prior to the pre-construction meeting shall include a detailed work schedule for the area on a work week calendar, indicating the timing for placement of traffic control devices, pavement breaking, removals, placement of rock base, concrete placement, backfill, drive construction, seeding, crack sealing, and opening to traffic for each project phase. In no case shall the Contractor deliver notices, break pavement or initiate excavations until approval is given by the Engineer, and the utility companies have been given adequate notice and provided physical markings indicating the location of underground facilities.

The Contractor shall provide the Engineer with scheduled work projections on a weekly basis. These projections shall address the anticipated work for the upcoming two (2) week period. The Contractor shall not commence work in any area unless previously submitted to the Engineer in the weekly projections and updates. These schedules are to be the basis upon which the Engineer will keep the public and emergency personnel informed. It is not the intent of these projections to limit or control the Contractor's operations. It is an essential term of this contract however, to limit the number of open excavations and traffic hazards to ensure prompt and efficient closure of construction areas.

The CITY ENGINEER may require the CONTRACTOR to adjust his plan, equipment or construction forces, if progress falls behind the approved schedule such that completion within the specified time appears doubtful.

The CONTRACTOR must update the progress schedule and resubmit to the CITY for acceptance anytime work falls behind the current accepted schedule.

Failure to submit a schedule may result in the CONTRACTOR being subject to Liquidated Damages until a schedule is submitted.

## **PROJECT SUBMITTALS AND CLOSEOUT**

The following list is a general schedule for the required submittals between the CITY and CONTRACTOR during the course of the project. This list does not need to be turned into the CITY but can be used for reference. Although not an all-inclusive list, the following submittals shall be required:

The items denoted as ‘Exhibits’ are found in the Exhibit section of this book.

After Bidding, Prior to Construction/Notice to Proceed (required for contract approval), the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
N	Original City-Contract Agreements Signed by Contractor	
O	Performance Bond (or Intentionally Omitted)	
P	Payment & Materials Bond (or Intentionally Omitted)	
-	Certificate of Insurance	
R	W-9 Form for General Contractor	
S	Electronic Funds Transfer (EFT) Agreement Form (For Direct Deposit)	
-	Preliminary Work Schedule	
U	Request for Substitution (As Needed)	
-	Shop Drawings	

During Construction, the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
-	Requests for Payment (AIA Format) less retention	
-	Payroll Records	
-	OSHA 10 cards or similar certification for all employees on the project.	
-	Product Information on Material Used	
-	Samples and Results of Tests	
-	Tickets	
-	Monthly work schedules	
U	Request for Substitution (As Needed)	
T	Change Order (as needed)	

Prior to Final Payment, the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
Q	Maintenance Guarantee	
-	Written Notice that work is ready for Final Inspection	
-	Payroll Records (all corrected/current)	
W	Prevailing Wage Affidavits (Contractor and all subs)	
-	Final Waiver of Liens	
Y	Contractor’s Affidavit Regarding Settlement of Claims	
X	Final Pay Affidavit	
-	As-Built Plans (as needed)	
-	As-built drawings (if required)	
V	Certificate of Substantial Completion	
T	Change Order (as needed)	



The CITY will be responsible for developing and submitting to the CONTRACTOR the following:

Item	Submitted?
Tax Exemption Certificate	
Notice of Award	
Notice to Proceed	
Shop Drawing Review/Approval	
Punchlist(s)	

## PROTECTION DURING CONSTRUCTION

Before starting work, the CONTRACTOR shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The CONTRACTOR shall make reasonable effort to avoid breaking utility lines. The utility and ENGINEER shall be notified immediately should a break occur in a line during construction under this Contract. Any lines so broken by the CONTRACTOR shall be repaired according to the utility company's standards at the expense of the CONTRACTOR. Water valves and meters denoted as needing to be adjusted to grade shall be adjusted by the CONTRACTOR at his expense. For this project, all manholes, valve boxes, etc. within the pavement or adjacent to pavement needing to be adjusted will be at the CONTRACTOR's expense.

Wherever the work is along existing pavement that is to be retained, traction equipment with lugs will not be permitted. The CONTRACTOR shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the CONTRACTOR, which remains in place shall be replaced in accordance with these specifications at the CONTRACTOR's expense.

The CONTRACTOR shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the OWNER of such property.

The CONTRACTOR will exercise care to prevent damage to existing roadways, highway, ditches, shoulders, structures, and underground utilities adjacent to the construction site(s). Damages resulting from CONTRACTOR's operations or operations of Subcontractors shall be repaired or replaced at the CONTRACTOR's expense.

The CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance. These maintenance items or repairs include but are not limited to pothole repair, resurfacing temporary roads, maintenance of utility cuts, mowing, etc.

## REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no

provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

## **RIGHTS-OF-WAY/EASEMENTS**

All improvements will be constructed within the public right-of-way, the temporary construction easements, or permanent easements shown on the plans. Construction easements and temporary construction easements (TCE's) shall only be used during the time required for construction with minimum interference to the property OWNER. Easements shall not be used for the storage of vehicles, materials or supplies without the approval of the ENGINEER.

Refer to the Job Special Provisions for any applicable list of Special Agreements for specific property requirements. CONTRACTOR will be required to adhere to these agreements for the duration of the project.

CONTRACTOR shall provide all necessary barricades, lights and fences while occupying easements to separate and protect OWNER's property from construction activities.

Upon completion of the contract work, the CONTRACTOR shall restore, without additional cost to the CITY, all improvements within the right-of-way or easements to substantially the same conditions as they were at the commencement of the construction work, unless otherwise noted.

At Project Closeout, the ENGINEER will ensure the conditions in the temporary construction easement are the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of construction easements – such as incidental grading, and the repair of improvements damaged by the CONTRACTOR – shall be borne by the CONTRACTOR.

## **RISKS AND HAZARDS**

The OWNER assumes no responsibility for actual condition of structures to be demolished. Variations within structure may occur by theft, fire, vandalism, or other casualty or happening. The CONTRACTOR must assess the risks of entering or working on or around the site, and if the CONTRACTOR deems necessary, obtain an independent professional opinion of those risks at the CONTRACTOR's expense prior to performing any work.

## **SAFETY PROGRAMS, COMPLIANCE AND PENALTIES**

DEFINITIONS: As used in this section, the following terms shall mean:

- "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;

- "Department", the Missouri department of labor and industrial relations;
- "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;
- "Municipality", the City of O'Fallon, Missouri;
- "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

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

The CONTRACTOR to whom the contract is awarded and any subcontractor under such CONTRACTOR shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section. The CONTRACTOR shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the CONTRACTOR under the contract. The CONTRACTOR may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the CONTRACTOR resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the CONTRACTOR may recover the amount of the penalty resulting from the fault of the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Charles County.

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

## **SITE SECURITY**

Once the contract is executed between the City and the successful bidder (CONTRACTOR), the CONTRACTOR is responsible for all project site security. The CONTRACTOR shall protect the site from any 3<sup>rd</sup> parties that may enter the site for any reason. Specific attention must be made to address the safety of the site, vandalism, and possible additional dumping. Demolition Sites can be particularly dangerous for children or any trespassers onto the site.

## **STORAGE SPACE**

The CONTRACTOR shall provide his own staging sites and storage sheds for material requiring protection and shall have someone available to receive all materials and equipment delivered to the site of the work by truck. The CONTRACTOR shall cooperate with the OWNER (of the property) to the fullest extent to maintain the storage yard in a neat and orderly manner. Particular care shall be taken to avoid damaging structures, curbs, sod or impeding traffic. CONTRACTOR shall avoid storage and/or traffic across drip lines of trees unless specific agreements are made to remove said trees. Any drip line crossed with heavy traffic on trees that are scheduled to remain are subject to removal and/or replacement at no additional cost. Under no circumstances should buildings or equipment be located in floodplains, stream beds, or the channel of any watercourse.

All equipment shall be well-maintained to prevent leaks. Any equipment that does show signs of leaks should have collection systems installed to prevent ground contamination or pollution, and to have the repairs corrected as early as possible to prevent additional leaks. The CITY reserves the right to stop any equipment from operation if deemed that the equipment is causing pollution at any time and to require repair (or replacement) prior to the operations continuing.

Any agreements made between the CONTRACTOR and the property owner for a staging area shall be made privately and copies of any agreements shall be provided to the CITY as a reference. Restoration of said staging area shall be required prior to project closeout and may be a punchlist item.

CONTRACTOR may be required at no additional cost to install BMPS to protect adjacent properties and/or streets from being polluted by runoff, debris, rubbish, or other chemical or material pollutants. Temporary wash off pads or other gravel access drives may also be needed to utilize the property. Temporary garbage cans and/or dumpsters may be installed on site for unwanted debris. The CITY is not responsible for any additional garbage brought onto the site and/or the placement of said garbage in any container by residents or other individuals.

## **SUBCONTRACTORS**

The CONTRACTOR will be required to establish to the satisfaction of the CITY the reliability and responsibility of the persons or entities proposed to furnish and perform the Work. Prior to the award of the Contract, the CITY will notify the CONTRACTOR in writing if the CITY, after due investigation, objects to any such person or entity proposed by the CONTRACTOR to supply items, furnish materials, or perform portions of the Work. If the CITY objects to any such proposed person or entity, the CONTRACTOR may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. The CITY may, at its discretion, accept the adjusted bid price or it may disqualify the CONTRACTOR.

If it is required in the specs that the (General) CONTRACTOR be a MoDOT qualified CONTRACTOR, then all subcontractors must also be on MoDOT's approved list of contractors or have the ability to be accepted by MoDOT prior to performing any work on the project.

Persons and entities proposed by the CONTRACTOR and to whom the CITY has made no objection under the MHTC provisions of Paragraph 5.3.2 herein must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the CITY.

## **SUBSTANTIAL COMPLETION**

Substantial Completion is defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

The Contractor shall ensure the Work is ready for inspection and/or re-inspection. The Contractor is required to notify the City of Substantial Completion. If the Work is found not to be as stated in the Contractor's Punchlist or the items have not been substantially corrected and/or completed, the inspection will be terminated.

Upon satisfactory inspection of the Work, the City shall issue a Certificate of Substantial Completion to the Contractor for signature. In some cases, an engineering company responsible for the design and/or a separate company involved with construction management may also be included in the signature routing of said certificate. Fully executed copy from the City will be returned to the Contractor.

A copy of the punchlist, as needed, will be attached to the Certificate.

If the bidding documents indicate that portions of a project will be accepted in phases (for example, if a project has a lengthy completion date such that certain components will be utilized by the Owner early while other work occurs) then the City may issue multiple Certificates covering the various phases of work. In those cases, the warranty will apply to each certificate for that phase of work. However, it should be assumed that one certificate will be issued for the complete project.

A copy of the Certificate of Substantial Completion is included in the exhibits for reference. This form or a variation thereof will be used on this project.

Any warranty for this project will commence the project has been approved for Final Payment.

## **SUBSURFACE AND PHYSICAL CONDITIONS**

A report of exploration and tests of subsurface conditions at the site of Work was not performed.

## **SUSPENSION OF WORK**

The Engineer may suspend the work wholly or in part for the CONTRACTOR'S failure to:

- a. Correct conditions unsafe for the project personnel or general public.
- b. Carry out provisions of the contract.
- c. Carry out orders of the ENGINEER

Suspensions in accordance with subsection 1 above will be non-excusable and non-compensable.

Work may also be wholly or partially suspended for:

- a. Periods necessary due to unsuitable weather.
- b. Conditions considered unsuitable for the prosecution of the work.
- c. Any condition or reason determined to be in the public interest at the discretion of the ENGINEER.

Suspensions in accordance with subsection 2 above may be excusable but will be non-compensable as determined by the ENGINEER.

## **SUSPENSION OF WORK (TEMPORARY)**

The ENGINEER has authority to suspend any or all of the work in accordance with Section 105 for such time as necessary. If it becomes necessary to stop work for an indefinite period, the CONTRACTOR shall store all material in a manner that will protect the material from theft or damage, shall not unnecessarily obstruct traffic, shall take every precaution to prevent damage to or deterioration of work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and shall erect temporary structures where necessary. If disturbed ground areas exist as a result of the CONTRACTOR'S operations, said areas shall be stabilized to minimize erosion. If residential yards or other private property are affected as a result of the CONTRACTOR'S operations, said areas shall also be cleaned up and restored such that the land may safely be utilized by the property owner until work is able to resume.

The CONTRACTOR may suspend work for reasonable cause upon written approval from the ENGINEER. During such a period in which the work is suspended, liquidated damages will not accrue unless such suspension is due to the CONTRACTOR'S failure to comply with the contract. If work has been suspended, the CONTRACTOR shall notify the ENGINEER in writing at least 48 hours before resuming operations.

## **SUSPENSION OF WORK DIRECTED BY THE ENGINEER/OWNER**

If the performance of all or any portion of the work is suspended or delayed by the ENGINEER and/or OWNER for an unreasonable period of time not originally anticipated, customary or inherent to the construction industry, and the CONTRACTOR believes that additional compensation or contract time is due as a result of such suspension or delay, the contractor shall submit to the ENGINEER in writing a request for adjustment within seven days of receipt of the notice to resume work. The request shall set forth the reasons and support for such an adjustment.

Upon receipt, the ENGINEER will evaluate the CONTRACTOR'S request. If the ENGINEER agrees that the cost or time required for the performance of the contract has increased as a result of and not the fault of the CONTRACTOR, suppliers or subcontractors, and not caused by weather, the ENGINEER will make an adjustment, excluding profit, and modify the contract in writing accordingly. The ENGINEER will notify the contractor of the ENGINEER'S determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be made unless the CONTRACTOR has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or an adjustment is provided for or excluded under any other term or condition of the contract.

### **TEMPORARY FACILITIES**

Temporary Toilet For Workmen/women --The CONTRACTOR shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by the CITY ENGINEER and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.

### **UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, or other unfavorable conditions for construction operations, the CONTRACTOR shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless by special means or precautions approved in writing by the OWNER'S Representative, the CONTRACTOR shall be able to perform the work in a proper and satisfactory manner.

### **UTILITY COORDINATION**

The CONTRACTOR will be required to place a locate request with the Missouri One Call System (a/k/a/ Dig-Rite) prior to any work to identify existing utilities. The City does not guarantee utility locations, but merely indicates that the CONTRACTOR should obtain information from the utility companies/utility owners concerning the locations of all utilities. It is assumed that the CONTRACTOR will make a field inspection of the project sites where the demolition work is to be performed and note all poles and overhead improvements, as well as the location of all underground utilities, which may affect his method of operation in demolition and appurtenances.

Any expense or inconvenience caused by the existence of utilities, and the necessary protection or repair during the demolition of buildings and appurtenances thereto, shall be considered as covered and included in the price bid for demolition.

## **WORKING ROOM**

CONTRACTOR shall disturb the minimum amount required to complete work and shall restore all damaged or disturbed areas. The CONTRACTOR may make agreements with property owners for additional working room, equipment or material storage, or access. The CITY shall be furnished with a copy of each such agreement, prior to execution. No separate payment will be made for such agreements or arrangements, as they will be considered incidental to the work.

## **WORKMANSHIP**

The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the matter and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

The labor provided by the CONTRACTOR shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and shall not needlessly encumber the premises or adjacent property or streets with materials and/or equipment.

The CONTRACTOR shall make satisfactory arrangements to store material and equipment after delivery and before and during construction. The CITY can assume no responsibility prior to the completion and final acceptance of the installation.



## **JOB SPECIAL PROVISIONS**

The governing specification(s) for this project is the latest edition of the following:

1. St. Louis County Standard Specifications for Road and Bridge Construction
2. City of O'Fallon, MO Standard Specifications and City Ordinances
3. Metropolitan St. Louis Sewer District Standard Construction Specifications.

The following Job Special Provisions (JSPs) are adopted for this project in addition to the listed governing specification(s). These provisions describe some of the various bid items and the basis for payment; information herein supersedes the relevant sections set forth in the latest version of any Standard Specifications.

In several instances, an item may not be covered in a specific Division within the specified governing standard. In these cases, a new division is called out to cover the item. Please make a note of this for your reference.

As stated in the General Requirements, if an item arises that is not within the technical specifications for this project the CONTRACTOR will fill out an RFI form and issue it to the ENGINEER. The request for information will be submitted to the ENGINEER when a question is discovered and allow the ENGINEER a minimum of 48 hours to respond. If the following sections reference a division or section not listed below, then the CONTRACTOR will need to fill out an RFI.

## **A. CONTRACT TIME FOR COMPLETION OF WORK**

Completion of this contract shall be administered by on **CALENDAR DAY** completion basis. Completion is defined as 100% of the contract items completed including correction of deficiencies. An exception may be made for seeding.

Regardless of when the work is begun on this contract, all work shall be completed in **30 Calendar Days** from the date of the written Notice to Proceed.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the time specified, liquidated damages in the amount of **Two hundred fifty dollars (\$250.00)** will be deducted for each and every calendar day that the contract remains uncompleted.

## **B. ANTICIPATED NOTICE TO PROCEED**

The anticipated notice to proceed for the project is on or around **1/9/2023**. The City estimates contract approval, which may or may not require City Council approval, on or about **12/22/2022**. The City reserves the right to adjust this date as needed.

## **C. PROJECT DESCRIPTION**

The City is seeking a qualified demolition CONTRACTOR to completely demolish any and all structures, foundations, footings, pavements, water pumps, debris and any other associated improvements on the site. To include the removal and proper disposal of all debris on the site and to restore any disturbed ground at 419 N. Main St and 423 N. Main Street.

## **D. DEMOLITION**

This Bid Item shall include but is not limited to all efforts, material, equipment, insurance, labor and other items required to perform the demolition of 419 N. Main St with a 1,350 sf single family residence and detached garage and 423 N. Main St with a utility shed, water spigot, concrete drainage ditch as described in these specifications. A no cost Demolition Permit from the City of O'Fallon will be required prior to start of any demolition on the site. Please visit the City's web site at [www.ofallon.mo.us](http://www.ofallon.mo.us) or call the City Planning and Development Department at 636-379-5541 for more information.

**Basis of Payment:** Lump Sum Unit Price for each property.

## **E. REMOVAL & DISPOSAL**

The Contractor is required to remove and dispose of the following items;

- All debris from structures including the basement, foundation, porches and canopies.
- All building contents, regardless of size or material.
- All other debris on site including any old machinery and tires.
- Abandoned utilities.
- Any surface or buried items that may be discovered during site demolition.

The Missouri Solid Waste Management Law and its ancillary regulations, 10 CSR 80-1 through 9, provide for the proper disposal of solid waste. Many types of excess material are not regulated by the DNR's Solid Waste Management Program. Such "clean fill" includes uncontaminated soil, rock, sand, gravel, concrete, minimal amounts of wood and metal and inert solids as approved by rule or policy by DNR's Solid Waste Management Program. These materials are basically not considered solid waste and may be disposed of without prior approval from DNR's Solid Waste Management Program. Other substances which are not included in this list of materials may require special approval by the DNR's Solid Waste Management Program prior to disposal in areas other than approved landfills. Disposal of any other material which does not fit this "clean fill" definition must be in accordance with DNR's (or local) regulations and it shall be the CONTRACTOR's responsibility to provide appropriate documentation (i.e. landfill receipts or a private OWNER waiver letter or statement from DNR) that the disposal will not violate applicable laws or regulations.

- No additional payment will be made for any expense incurred by the CONTRACTOR by reason of his compliance with Missouri Solid Waste Management requirements.
- A Phase I Environmental Site Assessment for the site is available upon request.

**Basis of Payment:** Lump Sum Unit Price for each property.

#### **F. SITE GRADING AND RESTORATION**

This bid item shall include filling, finish grading and seeding/mulch per the specifications below.

##### **FILL**

All hole, pits or ruts or other excavations resulting from the removal of the improvements, including the basement area, no matter the cause, shall be filled with "clean" soil approved by the City. The fill shall be placed in lifts not to exceed 12 inches and mechanically compacted to 90% of the material's maximum dry density as determined by the Modified Proctor Test (ASTM D-1557). **Jetting for compaction of fill materials will not be allowed.** The filling operation is subject to the following:

- Fill material to be used is to be certified as clean earthen material free of contaminants by the CONTRACTOR. Provide documentation of fill material origin to the City for review and approval. The City reserves the right to reject any fill not deemed acceptable.
- Concrete blocks, masonry, or other rubble from the demolished structures or any organic material may not be used as fill within the property.
- All foundations, basements, and footings must be removed completely prior to filling.
- Disturbed portions of the lot will be graded level and left to provide positive drainage from all disturbed areas

- All depressions, holes, excavations or ruts, shall be cleared of all debris before filling operations are undertaken and the floors, basements, wells, cisterns or similar installations shall be thoroughly broken up and removed.
- All excavations shall be filled and mechanically compacted consistent to the adjacent level of the existing ground and to provide positive drainage for surface runoff.
- All areas disturbed by the demolition and removal work shall be seeded and mulched.
- The seedbed shall be prepared, limed, and fertilized in accordance with Sec 805 of the St. Louis County Specifications for Road and Bridge Construction and shall be in a firm but un-compacted condition with a relatively fine texture at the time of seeding. Unless otherwise shown in the plans, the rate of application will be 210 lb./acre (0.0433 lb/SY) consisting of 100 lb. tall fescue, 100 lb. perennial rye grass, and 10 lb Kentucky Bluegrass.
- 

**Basis of Payment:** Lump Sum unit price for each property. Final payment will be contingent upon project acceptance of the seed. Seed must have germinated and produced a green and growing ground cover before acceptance and final payment.

## **G. EROSION CONTROL**

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures.

**Construction Requirements.** All work shall be in accordance with Division 806 of the St. Louis County Standard Specifications for Road and Bridge Construction.

Straw bales may not be used as part of any Pollution, Sediment and/or Erosion Control measures.

**Basis of Payment.** This work will be paid at a lump sum unit cost.

## **H. \*ALTERNATE BID ITEM- REMOVAL AND DISPOSAL OF EXISTING PAVEMENT**

This work shall consist of removing all existing pavement on the site including but not limited to, sidewalks, patios and driveways. The driveways shall be removed to the back of the sidewalk along Main Street. Including sawcutting the driveways at the back of the sidewalk as directed by the City. The driveway approaches will remain in place undisturbed. To include finish grading and reseeding all disturbed areas per **JSP F**.

**Basis of Payment:** Lump Sum unit price for each property. Final payment will be contingent upon project acceptance of the seed. Seed must have germinated and produced a green and growing ground cover before acceptance and final payment.

#### **I. UTILITY COORDINATION**

The City has had or is working on having the respective utility companies disconnect or abandon the electric, gas, water, sewer and communication lines on the properties.

## **EXHIBITS**

Note: These exhibits are intended to be used as reference for the Contractor and/or Bidder. Some of the forms may change slightly from the original version.

### **The following Exhibits are required to be submitted with the bid (in addition to the Bid Form and Signed Bid:**

Exhibit A - 5% Bid Bond/Security  
Exhibit B - Bid Label  
Exhibit C - Bidder's Questionnaire  
Exhibit D - List Of Resources And References  
Exhibit E - List Of Proposed Subcontractors And Suppliers  
Exhibit U - Request for Substitution (As Needed)  
Exhibit F - Certification Of Non-Segregation  
Exhibit G - Affidavit For Publicly-Funded Construction Projects  
Exhibit H - Anti-Collusion Affidavit  
Exhibit I - Subcontractor Certification Regarding Affirmative Action  
Exhibit J - Audit Clause For Contracts  
Exhibit K - Worker Eligibility Verification Affidavit  
Exhibit L - Affidavit of Compliance (Section 285.530.2)

### **The following Exhibit is used to ask questions during the open bid period and construction, but is not submitted with the sealed bid:**

Exhibit M - Request For Information (RFI) Form (As Needed)

### **The following Exhibits will be required, as part of contract award, but not to be submitted with the sealed bid:**

Exhibit N - City-Contractor Agreement (four originals will be needed)  
Exhibit O - Performance Bond or Intentionally Omitted  
Exhibit P - Payment And Materials Bond or Intentionally Omitted  
Exhibit R - W-9 Form  
Exhibit S - Electronic Funds Transfer (EFT) Agreement Form (For Direct Deposit)

### **The following Exhibits will be required after the project is awarded and prior to Construction Closeout:**

Exhibit Q - Maintenance Guarantee  
Exhibit T - Change Order (As Needed)  
Exhibit U - Request for Substitution (As Needed)  
Exhibit V - Certificate Of Substantial Completion  
Exhibit W - Prevailing Wage Affidavits (Missouri PW-4)  
Exhibit X - Final Pay Affidavit  
Exhibit Y - Contractor's Affidavit Regarding Settlement of Claims

**Exhibit A - BID BOND/SECURITY**

**BIDDER** (Name and Address):

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**SURETY** (Name and Address of Principal Place of Business):

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**OWNER** (Name and Address):

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**BID**

BID DUE DATE: \_\_\_\_\_  
PROJECT (Brief Description Including Location):

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**BOND**

BOND NUMBER: \_\_\_\_\_  
DATE (Not later than Bid due date): \_\_\_\_\_  
PENAL SUM: \_\_\_\_\_  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER                      SURETY

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal      Surety's Name and Corporate Seal

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature and Title      Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature and Title      Signature and Title

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Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable

EJCDC NO. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



Exhibit B - BID LABEL

**SEALED BID PROPOSAL**



**INVITATION #:** 22-086R  
**OPENING DATE:** 12/13/2022  
**OPENING TIME:** 2:00:00 PM  
**DESCRIPTION:** DEMOLITION OF 419 AND 423  
N. MAIN STREET

**DATED MATERIAL-DELIVER IMMEDIATELY**

**PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!**

**BIDDER**  
**QUESTIONNAIRE**  
**TO PROVIDE**  
**CONSTRUCTION SERVICES**  
**FOR**  
**Demolition of 419 and 423 N. Main Street**  
**FOR THE**  
**CITY OF O’FALLON**  
**IN**  
**ST. CHARLES COUNTY**  
**IN**  
**THE STATE OF**  
**MISSOURI**

DEFINITIONS: The following definitions are relative to this document and process:

1. "AGENCY" means individual, corporation, joint venture, or partnership
2. "BID" means the CONTRACTOR's estimate of the cost to perform the "WORK"
3. "CITY" means the City of O'Fallon, Missouri
4. "CONTRACTOR" means any agency that submits a questionnaire as part of the bid process to perform work for the "CITY"
5. "PROJECT" means the "WORK" which the "CONTRACTOR" is seeking to perform for the "City" or that the "CONTRACTOR" has performed for others in the past.
6. "SUBCONTRACTOR" means any individual or agency in the employ of the "CONTRACTOR" performing a portion of the "WORK"
7. "WORK" means the scope of services requested within the construction contract.

SUBMITTAL PROCESS: The bidder questionnaire shall be completed by the AGENCY seeking to possibly perform a specific PROJECT for the CITY. The questionnaire should be completed accurately and fully. It must be signed by authorized personnel of the AGENCY seeking approval.

The completed questionnaire and attachments thereof shall be included with the sealed bid. Questionnaire may be included in a separate sealed envelope, however it is the CONTRACTOR's responsibility to ensure that said separate envelope accompanies the sealed bid. Said separate envelope shall be labeled as follows and shall also have the CONTRACTOR's identification on the outside of the envelope.

City of O'Fallon  
Project Management Department  
ATTN: **Ruth Field**  
RE: **Demolition of 419 and 423 N. Main Street** – Bidders Questionnaire  
100 North Main Street  
O'Fallon, MO 63366

Incomplete questionnaires shall be returned and must be corrected and re-submitted within the allotted timeframe, for further consideration.

EVALUATION PROCESS: Each questionnaire submitted by a CONTRACTOR shall be considered as part of the bid submittal.

Each CONTRACTOR shall submit a questionnaire on a project-by-project basis. If a CONTRACTOR has recently provided a financial audit, a new one will not be required as long as there are no major changes within the financial stability of the firm. All certified financial audits submitted within the last 18 months shall be considered valid.

**QUESTIONNAIRE IS REQUIRED TO BE SUBMITTED WITH THE BID!!**

**PROJECT NAME: Demolition of 419 and 423 N. Main Street**

*Provide legal name of individual, agency, joint venture, partnership:*

Contractor: \_\_\_\_\_

*Specify one of the following:*

- Individual  Corporation  Joint Venture  Partnership  LLC  LLP

1. Has the AGENCY performed any work for the City of O’Fallon within the last five (5) years?

- No  Yes If yes, provide detailed information on a separate sheet. Identify scope of service, project name, timeframe, contact amount, and City contact.

2. How many years experience does the AGENCY have in the area of general contracting? \_\_\_ years, subcontracting? \_\_\_ years

3. Has the AGENCY had a PROJECT which it did not complete?

- No  Yes If yes, provide details on a separate sheet

4. Has your AGENCY had a PROJECT that was not completed in the time allocated by its original agreement?

- No  Yes  
If yes, provide details on a separate sheet

5. List the name(s) of any affiliated or parent companies that the AGENCY, officers, partners or owners are associated with (attach other sheets as needed). Do these companies hold valid state and/or City business licenses? Provide license numbers.

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

6. Has your AGENCY or any of these afore mentioned companies owe any debts, fines, or have any liens to the CITY?

- No  Yes If yes, provide details on a separate sheet

7. Within the last 24 months, has the Agency, officers, partners or owners or other Agency's with which the officers, partners or owners are involved with be cited for a code violation in the City?

No  Yes If yes, provide details and corrective measures on a separate sheet

8. Has your AGENCY or any of its agents, employees, etc. ever been involved in any claim or dispute with the City of O'Fallon?

No  Yes If yes, provide details on a separate sheet

9. Has AGENCY lost a performance bond for a PROJECT?

No  Yes If yes, provide details on a separate sheet

10. Has the AGENCY operated under another name within the last five (5) years?

No  Yes If yes, what was the name?

---

Please provide explanation of the reason for the name change on a separate sheet of paper.

11. Has any SUBCONTRACTOR or supplier filed a claim against the AGENCY?

No  Yes If yes, provide details on a separate sheet

12. What percentage of the WORK will be performed by your staff? \_\_\_\_\_ %

13. What is your AGENCY's area of specialization?

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---

14. Does AGENCY have a safety program?

No  Yes If yes, provide components of the program on a separate sheet

15. Has AGENCY had any life threatening situations and/or safety violations on any of its PROJECTS?

No  Yes If yes, provide details on a separate sheet

16. Does any employee of your AGENCY work for another AGENCY that provides the same or similar service?

No  Yes If yes, provide details on a separate sheet

17. Has AGENCY provided contracting services other than the ones listed above?

No  Yes If yes, provide details of the types of service on a separate sheet

18. Has your AGENCY or any other organization, with which the officers or partners were involved during the past three years, ever failed to complete any work awarded?

/ No / Yes If yes, please explain

19. Are there any judgments, claims, arbitrations, proceedings or suits pending/outstanding against your AGENCY, affiliated companies, or its officers or principals?

/ No / Yes If yes, please explain

20. Has your AGENCY or affiliated companies filed any, lawsuits or requested arbitration or mediation with regard to construction contracts within the last three years?

/ No / Yes If yes, please explain

Please attach a list of the major projects your firm currently has in progress showing the project name, location, owner, architect/engineer, general contractor, contract amount, percent complete and scheduled completion date and contact person.

Please attach a list of the major projects your firm has completed in the last three years showing the project name, location, owner, architect/engineer, general contractor, contract amount and the completion date and contact person.

Please list your annual dollar volumes for the last three years:

20__	20__	20__

What is your average job size?

What is your largest job size?

What is your backlog:

as of last financial statement \$ \_\_\_\_\_  
as of today \$ \_\_\_\_\_  
as of 12 months ago \$ \_\_\_\_\_

## **QUALIFICATIONS OF BIDDERS**

List on separate sheets the similar PROJECTS in which the AGENCY has completed within the last five (5) years.

List on separate sheets the PROJECTS in which AGENCY is currently working. Include contractual amount, schedule of completion, etc.

List on separate sheets AGENCY's key personnel responsible for the completion of WORK.  
(Resumes may be provided)

**AFFIDAVIT**

\_\_\_\_\_, being duly sworn stated that (s)he \_\_\_\_\_  
(Officer's name –typed or printed) (Title of Officer)

of \_\_\_\_\_, that (s)he is authorized  
(Name of Firm)

to execute this document in behalf of the firm listed above, and that all the statements on this form along with the attachments thereto are true, correct, and complete.

—

\_\_\_\_\_  
Signature of Officer

Subscribed and sworn to before me by \_\_\_\_\_,  
Who personally appeared before me and is known to me to be the person described in and  
who executed the foregoing affidavit, and acknowledged that \_\_\_\_\_  
(s)he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and affixed my official seal at my  
office in

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

(Seal of Notary Public below)



**Exhibit D - LIST OF RESOURCES AND REFERENCES**

Demolition of 419 and 423 N. Main Street

Proposed On-Site Superintendent

(refer to the bidders questionnaire for other personnel to be considered)

Proposed Equipment to be Used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

Type	Make and Model	Age	Quantity	Rented	Owned/
------	----------------	-----	----------	--------	--------

(use additional pages as needed. Reports generated from the bidder's company may suffice)

## **Exhibit E - LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**

### Demolition of 419 and 423 N. Main Street

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, the type of work to be performed, and the total percentage of the contract:

(All remaining work will be done by the BIDDER with his own forces.)

## **Exhibit F - CERTIFICATION OF NON-SEGREGATION**

### Demolition of 419 and 423 N. Main Street

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed CONTRACTORS.

SIGNED:

Contractor:

By:

Date:

**Exhibit G - CONTRACTOR'S AFFIDAVIT**

**City of O'Fallon, Missouri - Affidavit for Publicly-Funded Construction Projects**

STATE OF MISSOURI)

) SS

COUNTY OF )

**CONTRACTOR'S AFFIDAVIT**

I, , being duly sworn, do state and depose as follows:

1.I am the \_\_\_\_\_ (position or title) of (company name) which is a CONTRACTOR on the Demolition of 419 and 423 N. Main Street Project.

2.CONTRACTOR has / has not retained certain subcontractors for the same Project and, if subcontractors have been retained, I have verified the information set forth herein for both the CONTRACTOR and its subcontractors.

3.I have verified the following:

- a.The CONTRACTOR and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.
- b.The CONTRACTOR and its subcontractors affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with any services contracted by the City. The CONTRACTOR and its subcontractors also hereby affirm that the aforementioned business entity does not knowingly employ any person who is an unauthorized alien in connection with any services contracted by the City.  
(Attach documentation of enrollment/participation in a federal work authorization program )
- c.The CONTRACTOR and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for St. Charles County, Missouri.
- d.The CONTRACTOR and its subcontractors are in compliance with Federal Law requiring an accredited apprenticeship program if applicable.

Further Affiant sayeth naught.

Affiant

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

Notary Public  
My commission expires:

**Exhibit H - ANTI-COLLUSION AFFADAVIT**

STATE OF,

COUNTY OF,

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said BIDDER has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Project: Demolition of 419 and 423 N. Main Street

SIGNED:

Title:

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

Seal of Notary

Notary Public

In completing this form, the title that is not applicable should be struck out. For example, if the CONTRACTOR is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

**Exhibit I - AFFIRMATIVE ACTION CERTIFICATION**

**SUBCONTRACTOR CERTIFICATION REGARDING  
AFFIRMATIVE ACTION**

Project: Demolition of 419 and 423 N. Main Street

County: St. Charles, Missouri

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime CONTRACTOR) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

---

---

---

NOTE: This certification applies to and must be executed by each bidder (prospective prime CONTRACTOR) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that CONTRACTOR or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime CONTRACTOR to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

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

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

Title \_\_\_\_\_

**Exhibit J - AUDIT CLAUSE FOR CONTRACTS**

*Examination of Records*

Project: Demolition of 419 and 423 N. Main Street

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

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

Vendor Information

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

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

\_\_\_\_\_

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

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

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

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

(Indicates acceptance of all bid terms and conditions)

**Exhibit K - WORKER ELIGIBILITY VERIFICATION AFFADAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed

to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.

city (or county) state

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

My commission expires:



**AFFIDAVIT of COMPLIANCE**

Section 285.530.2

**State of Missouri** ) **ss**

**County of** \_\_\_\_\_ )

**Now this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_ , the undersigned, being first duly sworn, deposes and says:

- 1. I am more than 18 years of age.**
- 2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of** \_\_\_\_\_  
(name of Corporation, LLC, sole proprietorship or partnership)
- 3. I am authorized to make this affidavit on behalf of** \_\_\_\_\_  
(name of business entity, same as above)
- 4. I state and affirm that** \_\_\_\_\_  
(name of business entity, same as above)  
**is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.**
- 5. Further,** \_\_\_\_\_ **does not knowingly employ**  
(name of business entity, same as above)  
**any person who is an unauthorized alien.**

**6. Further, \_\_\_\_\_ has performed an electronic**  
(name of business entity, same as above)  
**verification check as described above on all workers hired since**  
**January 1, 2009 or obtained documents required for completion**  
**of a federal I-9 form before it began participating in e-verify.**

**7. Attached to this affidavit is a true and accurate copy of this**  
**company's Memorandum of Understanding with the United States**  
**concerning the use of e-verify.**

**I certify under penalty of perjury that the statements above are**  
**complete, true and accurate to the best of my knowledge and belief.**

---

Authorized Agent, Partner, Owner or Officer

*If business has a Human Relations Director or equivalent that person  
must sign as an affiant as well.*

**I certify under penalty of perjury that the statements above**  
**are complete, true and accurate to the best of my knowledge and**  
**belief.**

---

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form  
is not required but the Attorney General has deemed this affidavit  
sufficient in form to satisfy the requirements of section 285.540, RSMo.,  
Supp. 2008.*

FURTHER THE AFFIANT SAYETH NOT

\_\_\_\_\_  
(Signature)

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, \_\_\_\_\_  
a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to  
me to be the person who executed the within affidavit, and acknowledged to me that he/she  
executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the  
county and State aforesaid, the day and year first above written.

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

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

**Exhibit M - RFI FORM**

<b>REQUEST FOR INFORMATION (RFI) FORM</b>	
Clarification Request No.	Date:
Contractor/Bidder:	Specification Section / Drawing No.:
Project: <b>Demolition of 419 and 423 N. Main Street</b>	Submit to: City of O'Fallon, MO
Contract:	Attn: <b>Name of PM</b> 100 North Main Street, O'Fallon, MO 63366
	Phone: <b>636-379-5407</b> Email: <b>rfield@ofallon.mo.us</b>
This is a request for a clarification / interpretation on the following (attach additional sheets as needed)	
Prepared By:	Questions Due: <b>11/9/2022</b> by <b>3:00:00 PM</b>
Response:	
Prepared By:	Date:
Response Returned to Contractor On:	
cc: Owner: _____	
Resident Project Representative: _____	

# STOP!

All of the following Exhibits, except for Exhibit U, are intended for the awarded Contractor only.

**Do not fill these out and do not submit with the sealed bid!!**

**Exhibit N - CONTRACT EXAMPLE**

**CITY-CONTRACTOR AGREEMENT**

(sample form)

THIS AGREEMENT, by and between the City of O'Fallon, Missouri, hereinafter called the OWNER, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, in accordance with law, the OWNER has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in connection with the **Demolition of 419 and 423 N. Main Street**, and

WHEREAS, the OWNER, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted, and has determined the aforesaid CONTRACTOR to be the lowest and best bidder for the work and has duly awarded to the said CONTRACTOR a contract therefore, for the sum or sums named in the CONTRACTOR's bid, a copy of the Bid Form being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties hereby agree, the OWNER for itself and its successors, and the CONTRACTOR for itself and any successors, assigns, and administrators, as follows:

**ARTICLE I.**

CONTRACTOR shall furnish, at CONTRACTOR's expense, all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities, all materials, supplies and equipment specified and required for the completed work; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to construct and complete the work as described and required by the plans, specifications, and the proposal for construction of the improvements, all in accordance with the plans, specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the OWNER.

**ARTICLE II.**

CONTRACTOR shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, nonsegregated facilities, and Missouri Prevailing Wage Law.

**ARTICLE III.**

OWNER will pay the CONTRACTOR for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, the sum of (\$ in figures ) (in words) for all work covered by and designated in the bid. Payment shall be made

in the manner and as specified in the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DETAILS SPECIFICATIONS and the INSTRUCTIONS TO BIDDERS. Five percent (5%) (or 10% if the project is under \$50,000 and no surety bond is required) of partial payments shall be retained until all work is completed.

ARTICLE IV.

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of the OWNER. In no case shall the CONTRACTOR assign work amounting to more than **thirty (30%) percent** of the total contract amount. No transfer of contract shall release the CONTRACTOR of his liability under the contract and bonds applicable thereto.

ARTICLE V.

CONTRACTOR agrees to begin work within ten (10) days after receiving written notice to start work from the OWNER and to complete the work within **30 Calendar Days**.

ARTICLE VI.

In conformity with the GENERAL CONDITIONS and BID FORM, the amount of liquidated damages for the Contract shall be **Two hundred fifty dollars (\$250)** per consecutive calendar day.

ARTICLE VII.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VIII.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, CONSULTING ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

#### ARTICLE IX.

(a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the OWNER, shall promptly:

- i. assign to the OWNER in the manner and to the extent directed by the OWNER all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and
- ii. make available to the OWNER to the extent directed by the OWNER all construction equipment owned by the CONTRACTOR and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the OWNER by giving three (3) days prior written notice to the CONTRACTOR if the OWNER, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

#### ARTICLE X.



This project has been originated by:

City of O'Fallon  
Project Management  
100 North Main Street  
O'Fallon, MO 63366

who will act as the ENGINEER and OWNER in accordance with the Contract Documents.

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed, and the CONTRACTOR has executed four (4) counterparts of this Contract in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Contract.

CITY OF O'FALLON, MISSOURI, OWNER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, CONTRACTOR

-

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

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

## Exhibit O - PERFORMANCE BOND

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

of

(Firm\*)

\*a (corporation) (partnership) duly authorized by law to do business as a construction CONTRACTOR as Principal and \_\_\_\_\_ (Surety and Address) (hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon, (hereinafter called the "CITY"), in the penal sum of Dollars (\$), lawful money of the United States, for the payment of which to be made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

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

**Proposed Demolition of 419 and 423 N. Main Street, including Demolition and removal of all stuctures, pavement and debris on 419 and 423 N. Main Street.**

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

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the CONTRACTOR in which to perform the contract.
- b. To changes in the plans, specifications, amount of work or contract.
- c. That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the CITY at the time such work was accepted.

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

(SEAL)  
Attest:

BY:

(SEAL)  
Attest:

BY:

**Exhibit P - PAYMENT AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENT, that we,

(Principal and Address)

, as Principal, and

(Surety and Address)

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

WHEREAS, the Principal has entered into a contract with OBLIGEE for

Proposed Demolition of 419 and 423 N. Main Street, including Demolition and removal of all stuctures, pavement and debris on 419 and 423 N. Main Street. and

WHEREAS; the OBLIGEE requires that Principal enter into a surety bond satisfying the terms of Section 107.170 R.S. Mo.

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

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

PRINCIPAL

BY:

SURETY

BY:

(ACKNOWLEDGMENT FOR PRINCIPAL)

(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

**Exhibit Q - MAINTENANCE GUARANTEE**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by and  
between \_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)

as principal and party of the first part, and

\_\_\_\_\_  
\_\_\_\_\_ as Surety,  
party of the second part, and

City of O'Fallon, Missouri \_\_\_\_\_ (OWNER)  
party of the third part

WHEREAS, the above party of the first part has entered into a contract for construction of  
the Demolition of 419 and 423 N. Main Street in the Contract Documents, Specifications and  
Plans;

NOW THEREFORE, the said party of the first part does hereby agree and bind himself, his  
heirs, executors and assigns to furnish all material, labor, equipment, and do all work necessary  
to perform the work mentioned above, in accordance with the Contract Documents,  
Specifications, and Plans, a copy of which is hereto attached and made a part hereof, and to  
maintain the same in a state of perfect repair for the period of one year from and after its  
completion, final acceptance and final payment of the same by the party of the third part, less  
allowance for normal wear and tear, without further compensation than that provided for in the  
Contract for the first cost of said work.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and  
seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(CONTRACTOR)

BY \_\_\_\_\_

\_\_\_\_\_  
(SURETY)

BY \_\_\_\_\_

CITY OF O'FALLON, MISSOURI (OWNER)

BY \_\_\_\_\_

# Exhibit R – W-9 Form

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Exhibit S - EFT AGREEMENT FORM

### Authorization Agreement

I hereby authorize **City of O'Fallon** to initiate automatic deposits to my account at the financial institution named below. I also authorize **City of O'Fallon** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **City of O'Fallon** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **City of O'Fallon** receives a written notice of cancellation from me or my financial institution, or until I submit a new EFT form to the Accounts Payable Department. ***Please note if you change banks or account numbers please fill out a new form and return it with a new voided check to AP. Allow one week to process the new information.***

### Employee/Vendor Information

Applicant Name  
(Please Print) \_\_\_\_\_

Department/Title \_\_\_\_\_

	Yes	No
Are you a current employee?		

### Account Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking

Savings

### Signature

Authorized Signature (Primary): \_\_\_\_\_ **Date:** \_\_\_\_\_

Authorized Signature (Joint): \_\_\_\_\_ **Date:** \_\_\_\_\_

Please attach a voided check and return this form to:

City of O'Fallon  
Accounts Payable Dept  
100 N Main St  
O'Fallon MO 63366

**Exhibit T - CHANGE ORDER REQUEST FORM (subject to change)**

DATE OF ISSUANCE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

OWNER City of O'Fallon

CONTRACTOR

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. \_\_\_\_\_

ENGINEER City of O'Fallon

You are directed to make the following changes in the Contract Documents:

Description:

Adjusting bid quantities to reflect new quantities based upon changes to construction plans and discussions with Contractor to eliminate some items entirely. Due to right of way negotiations, changes were made to the plans to easement access issues. This change increased the size and length of pipe to be installed.

Reason for Change Order:

Quantity change is significant among several items. New items have been added to the contract as well.

Attachments: (List documents supporting change)

See attached proposal from CONTRACTOR that shows adjustments as well as bid tab from original bid for comparison of quantities and reflection of changes that have been done compared to the original design.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ _____
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to ____: \$ <u>0</u>
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:APPROVED:ACCEPTED:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR(Authorized Signature)

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

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

## **CHANGE ORDER**

### **INSTRUCTIONS**

#### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## Exhibit U - REQUEST FOR SUBSTITUTION FORMS

CHECK THE APPROPRIATE BOX:

- Substitution PRIOR to bid opening  
(Submit a minimum of seven (7) calendar days prior to the time established for the receipt of bids.)
- Substitution FOLLOWING the award of a project  
(Submit within sixty (60) calendar days from the Notice to Proceed.)

Project Name: Demolition of 419 and 423 N. Main Street

Project Number: \_\_\_\_\_

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

Bidder/Contractor requesting substitution: \_\_\_\_\_

Bidder/contractor hereby requests acceptance of the following product or systems as a substitution in accordance with the provisions of the General Conditions.

Specified Product, material, equipment, or system: \_\_\_\_\_  
\_\_\_\_\_

Specification Section Number: \_\_\_\_\_ Drawing Sheet No: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
\_\_\_\_\_

Provide the following documentation and other information as appropriate to indicate compliance with the requirements for substitutions:

- Product Data, including drawings and descriptions of projects, fabrication and installation procedures.
- Samples.
- A detailed comparison of significant qualities of the proposed substitution with those specified.
- A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner or separate Contractors that will be necessary to accommodate the proposed substitution.
- A statement indicating the substitution's possible effect on the Construction Schedule compared to the schedule without approval of the substitution.
- Provide the impacts to the Bid (increased costs with proposed sub., impacts to original bid items).

Describe any performance, warranty, or other items that differ from the original specification.

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

I/we have investigated the proposed substitution and believe that it is equal or superior in all respects to the specified project except as noted above and will pay costs to modify other parts of the Work as may be needed to make all parts of Work complete and functioning as a result of this substitution.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

(Note: submittal of this request does not guarantee acceptance by the City nor does it allow authorization to proceed unless written authorization by the City is provided. Approval of this substitution may or may not require a change order.)

**Exhibit V – CERTIFICATE OF SUBSTANTIAL COMPLETION**

CERTIFICATE OF SUBSTANTIAL COMPLETION

---

DATE OF ISSUANCE: \_\_\_\_\_

---

OWNER: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
CONTRACT: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
OWNER's Contract No. \_\_\_\_\_  
ENGINEER's Project No. \_\_\_\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_  
OWNER

And To \_\_\_\_\_  
CONTRACTOR

---

The Work to which this Certificate applies has been inspected by authorized representatives of: OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

*[For items to be attached, see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

\_\_\_\_\_  
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work IN accordance with the Contract Documents.

\_\_\_\_\_  
Executed by ENGINEER on \_\_\_\_\_ (date)

\_\_\_\_\_  
ENGINEER

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

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date)

\_\_\_\_\_  
CONTRACTOR

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

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date)

\_\_\_\_\_  
OWNER

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



**Exhibit W - AFFIDAVIT REGARDING COMPLIANCE WITH PREVAILING WAGE LAW**



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS

**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
*(Name)*  
\_\_\_\_\_ of \_\_\_\_\_; (2) all requirements of  
*(Title)* *(Name of Company)*  
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects  
have been fully satisfied with regard to this company's work on \_\_\_\_\_;  
*(Name of Project)*

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in \_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
**Signature**

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
**Receipt by Authorized Public Representative**

**Exhibit X - FINAL PAY AFFIDAVIT**

STATE OF MISSOURI)

) SS.  
COUNTY OF \_\_\_\_\_)

Know all men by those present that \_\_\_\_\_  
(Officer's Name)

of lawful age, being duly sworn upon his oath deposes and says that he  
is \_\_\_\_\_

(Title)

of the

\_\_\_\_\_ (Contractor/Subcontractor), the Contractor engaged in the construction and improvement of Demolition of 419 and 423 N. Main Street and that no supplier and/or subcontractors have been used for such construction except those previously approved by the City of O'Fallon, that all bills for labor and material incident to said project have been paid, that the laws relating to payment of prevailing wage rates have been complied with, that the said project is therefore free from all liens and encumbrances, and all amounts owing contractor have been paid in full. All lien waivers from the Contractor, subcontractors and suppliers are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Firm Name)

By \_\_\_\_\_

Subscribed and sworn to me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**Exhibit Y - AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

City O'Fallon, MO  
Project

**CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS**

\_\_\_\_\_, 20 \_\_\_\_\_

To the City of O'Fallon. MO

To Whom It May Be Concerned:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

\_\_\_\_\_  
Contractor  
By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_ ss

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

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

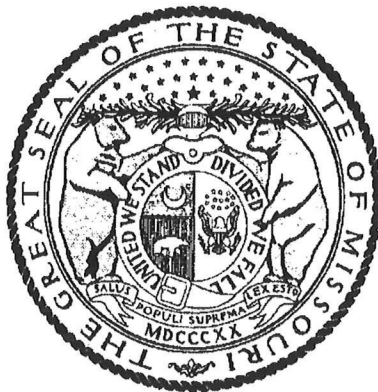
(SEAL)

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 29

Section 092

## ST. CHARLES COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.21
Boilermaker	\$30.19*
Bricklayer	\$60.45
Carpenter	\$59.33
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.69
Plasterer	
Communications Technician	\$60.08
Electrician (Inside Wireman)	\$70.47
Electrician Outside Lineman	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.19*
Glazier	\$30.19*
Ironworker	\$65.30
Laborer	\$48.91
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.58
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.84
Plumber	\$73.13
Pipe Fitter	
Roofer	\$55.02
Sheet Metal Worker	\$70.00
Sprinkler Fitter	\$74.73
Truck Driver	\$30.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.98
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.95
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.21
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## **CHECKLISTS AND FORMS**

The following section contains some example checklists and forms for the project.

CONTRACTOR is to be held responsible for submitting any required forms or checklists as part of this Project. CONTRACTOR is to be held responsible for violating any forms or checklists and the penalties and/or fines thereof. Any fines assessed against the City as a result of the CONTRACTOR's failure to adhere to any required forms or checklists will be the responsibility of the CONTRACTOR. If fines are assessed following the completion of the project, the CONTRACTOR shall still be held liable for those as well. It is the CONTRACTOR's responsibility to adhere to checklist or form requirements.



# LAND DISTURBANCE CHECKLIST

**City of O'Fallon**  
**Public Works Department**  
**Stormwater Management**  
**100 North Main Street, O'Fallon, MO 63366, 636.240.2000, fax: 636.379.7638**

This form is to be filled out weekly, and after a 1/2" rain event within 24 hours. This form is to be emailed on a weekly basis to the Stormwater Management Coordinator or Project Manager, on Monday morning of every week.

**Week Ending:** \_\_\_\_\_ (Saturday)

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Inspected By: \_\_\_\_\_ Phone: \_\_\_\_\_

**Select one:**

\_\_\_\_ Weekly Inspection

\_\_\_\_ Post Event

**Site Observations:**

	Satisfactory	Deficient	Replace	Not Applicable
Perimeter Protection	_____	_____	_____	_____
Stock Piles Stabilized	_____	_____	_____	_____
Sediment Control for Disturbed Areas	_____	_____	_____	_____
Ditch Checks	_____	_____	_____	_____
Diversion Channels	_____	_____	_____	_____
Inlet Protection	_____	_____	_____	_____
Sediment Basins/Traps	_____	_____	_____	_____
Erosion at Discharge Points	_____	_____	_____	_____
Creek Degradation	_____	_____	_____	_____
Vegetative Cover	_____	_____	_____	_____
Filter Strips, Level Spreaders	_____	_____	_____	_____
Wash-off Operation	_____	_____	_____	_____
Nuisance Control	_____	_____	_____	_____
Other:	_____	_____	_____	_____
Other:	_____	_____	_____	_____
Other:	_____	_____	_____	_____

(Attach Additional Sheets if Necessary)

**Areas where land disturbance activities took place:**

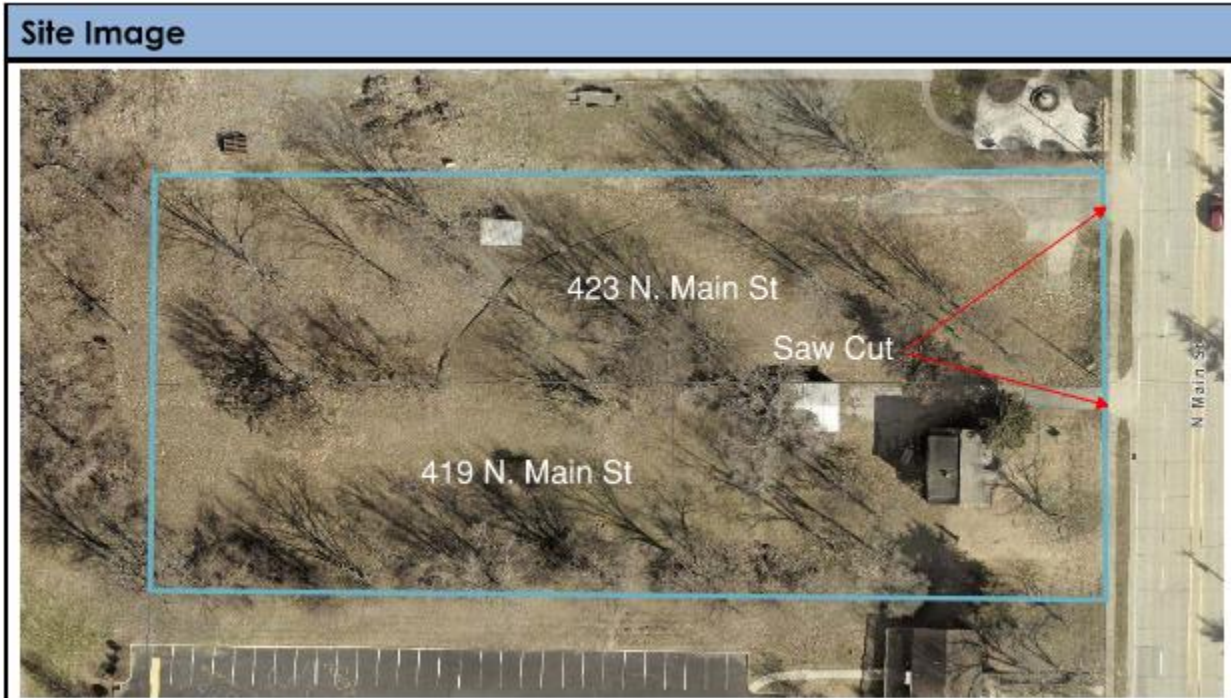
\_\_\_\_\_

**List problem areas and corrective steps taken:**

\_\_\_\_\_

**Inspector's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Project Photos**





**END OF PROJECT SPECIFICATIONS**