Specification

Police Department
Parking Lot Improvements

Project Number 13017

Prepared By:

City of Sullivan
Engineering Department
210 West Washington
Sullivan, Missouri 63080
(573) 468-8965

January 2020

STATE OF MISSOURI
ROBERT J. SCHAFFER
NUMBER E-29444
1/20/2020
REGISTERED PROFESSIONAL ENGINEER

INTRODUCTION

It is the intent of this document to set forth plans and specifications for a complete and usable project. It shall be the duty of the contractor to bring to the attention of the Engineer any omissions, conflicts or errors which could compromise this aim.

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Invitation to Bid
For
Police Department Parking Lot Improvements
Project #13017
For The City of Sullivan
Sullivan, Missouri

Sealed proposals, addressed to City of Sullivan, Missouri will be received until **February 12, 2020 at 10:30 a.m.**, at the office of City Clerk, Janice Koch, 210 West Washington, Sullivan, Missouri 63080, after which they will publicly be opened and read aloud.

This Contract will consist of all necessary work to make improvements to the parking lot at the Sullivan Police Department as outlined in the plans and specifications.

Copies of the Contract Documents, Plans and Detailed Specifications required for bidding purposes may be obtained from the Engineering Department, City Hall, 210 West Washington, Sullivan, Missouri, 63080. Bidders having questions or requesting additional information should contact Robert Schaffer, P.E., CFM, City Engineer, at the Sullivan Engineering Department, telephone number 573-468-8965.

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530 (1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

Bidders on the work will be required to comply with the State prevailing wage rates which will be included in the Contract Documents. Not less than the prevailing hourly rate of wages specified shall be paid to all workers performing work under the Contract. Projects of less than $75,000 in total shall not be required to follow prevailing wage rates. Bids shall be accompanied by Bidder's certified check, cashiers check or Bid Bond in the amount of five percent (5%) of the Bid Price.

The City of Sullivan reserves the right to accept or reject any or all bids received and to waive or not to waive any or all irregularities.

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri.

INFORMATION FOR BIDDERS
FOR
POLICE DEPARTMENT PARKING LOT IMPROVEMENTS
SULLIVAN, MISSOURI

1. BID GUARANTY:

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Sullivan, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if his bid is accepted.

2. OPENING OF BIDS:

All bids will be opened publicly and read aloud at the place designated and at the time set in the Advertisement for Bids. The right to reject any or all bids and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

3. RETURN OF BIDDER'S DEPOSITS:

The bid guaranty, whether check or bid bond, of the low bidder will be retained until the contract has been executed by the successful bidder, all insurance requirements met and satisfactory contract bond furnished. The check of the low bidder will then be returned. The bid guaranty of the second low bidder will be returned when the City has determined that the award will not be made to that firm. If errors or irregularities appear in the bid of either of the two apparent low bidders which create doubt as to the status of such bid, the bid guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, the checks of the other bidders will be returned. Any bid bond furnished as a bid guaranty will be returned only upon the request of the bidder furnishing it. If an award is not made, all checks will be returned to the bidders.

4. FORM OF PROPOSAL:

All bids must be made on the attached form of proposal. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineations, or otherwise the bid proposal will be voided.

Bids must be properly signed in ink by the bidder or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of member thereof. When made by a corporation, the signature must contain the name of the corporation followed by the

signature of the official or person authorized to bind it in the matter and with proof of his authority. When filed, the bid with the accompanying bid security must be enclosed together in a sealed envelope, clearly marked on the outside with the bid number and project name, addressed to the City Clerk, Sullivan, Missouri. The bidder shall designate on the bid blank his official address to which all communications can be mailed. No facsimiles will be accepted.

5. BASIS OF AWARD:

Bids will be compared by the extension and summation of the unit prices submitted in the proposal. The quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. The quantities are not necessarily exact.

6. AWARD OF CONTRACT:

The City will award the contract within a period not exceeding one hundred twenty days after the date of opening the bids, or else will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract of their successful completion of similar projects.

7. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign the contract payment bond and performance bond and return them to the City within ten (10) days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid guaranty to the City.

8. PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work.

9. RIGHT RESERVED TO REJECT BIDS:

The City reserves the right to reject any or all bids.

10. COMPLETION TIME:

The Contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work, and shall complete all work within the number of days detailed in the Contract Agreement after the expiration date of such seven (7) day period. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

11. SURVEYS, PERMITS AND REGULATIONS:

The contractor shall make all surveys except required construction staking that will be provided by the City. Any property corners disturbed by the construction activities shall be replaced at the contractor's cost. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting them or their employees or their work hereunder in their relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and specifications are at variance with laws and regulations, they shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the Engineer, they shall bear all costs arising therefrom.

See Section 2.2.14 of the General Conditions.

12. NO OTHER INTERESTED PARTIES:

The contractor declares that the only persons interested in this contract as principals are therein named as such; that no official of the municipality and no person acting for or employed by the municipality is directly or indirectly interested in this bid, or in any contract which may be made under it, or in any expected emolument, or profit to arise there from; that their bid and their contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

13. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of bids.

14. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer, or agent of the owner is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered, and the

contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the owner either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

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

15. CONDITIONS IN BIDDER'S PROPOSAL:

The bidder shall not stipulate in their proposals any conditions not contained in the form of proposal contained in the contract documents.

16. TAXES:

Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. This project is exempt from all sales taxes for construction materials and suppliers used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project. The contractor shall follow the regulation as outlined in Missouri 12 CSR 10-3.388 Construction Materials.

The City will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the project identified and will expire on the date indicated unless otherwise renewed by the City.

17. RIGHTS-OF-WAY:

The City will provide all rights-of-way upon which work is to be done.

18. INSURANCE:

The successful bidder must provide one (1) properly executed certificate of insurance and one (1) copy of the performance and payment bonds after the signing of the contract with the City.

Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the city from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the city naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the Workmen's Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured there under.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:

1) Injury or death of one person $2,000,000

2) Injury to more than one person in a single accident $2,905,664

3) Property damage $2,000,000

b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

1) Injury or death of one person $2,000,000

2) Injury to more than one person in a single accident $2,905,664

3) Property damage $2,000,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

1) The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.

2) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting there from.

3) The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.

4) A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.

5) The City must be listed on all Certificates of Insurance as additional insured.

6) A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

19. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for the Engineer's approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of local traffic will take place. During school time work will not begin until 9 am and the road must be open by 2:30 pm if work will affect a public street. This schedule shall be updated monthly through the length of the project.

20. PRICE TO BE WRITTEN:

If space is provided on the bid form, all prices shall be written in words, as well as expressed in figures, where space is provided. In case of a discrepancy between the prices written in words and prices written in figures, the prices written in words will be used.

21. COMPLIANCE:

The successful bidder will be required to comply with the Division of Labor Standards,

Wage Determination Rate, which is made a part of this specification.

The successful bidder shall comply with requirements of Section 290.550 to 209.580 RMSo (2000), conclusive, when applicable.

22. TRAFFIC CONTROL / SIGNAGE:

The contractor shall supply the required signage and barricades to give proper warning of this work. The type and amount of signage shall, at a minimum, be as indicated on the drawings, specified or as directed by the Traffic Technician or Engineer. All signage shall be in conformance with the manual on Uniform Traffic Control Devices. Any obstruction left in or upon the street or sidewalk between one hour after sunset to one hour before sunrise shall have a lighted barricade(s) attached to or placed with it. Detour routes and signage must be well marked and approved by the engineer prior to posting. All signage and traffic control is at the contractor's expense unless specifically listed as a pay item, and shall become the City's property at the end of the project.

23. CITY WILL FURNISH:

The City will furnish the specifications and plans for the project.

24. CONSTRUCTION COSTS:

All units of construction necessary for the completion of the project shall be performed at no additional costs for the City unless specifically listed as a pay item.

25. UTILITIES:

The Contractor will be required to have all utilities located. Damage to existing utilities due to neglect of the contractor shall be repaired at the contractor's expense.

27. SAFETY:

The contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the City in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for the required program completion under

292.675 RSMo.

28. GOVERNING CONSTRUCTION STANDARDS:

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

Roadway Construction: Missouri Standard Specifications for Highway Construction, 2004 edition or latest version thereof by the Missouri Highways and Transportation Commission.

Current City of Sullivan plans and specifications.

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.

29. 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.

30. TRASH COLLECTION:

The contractor is to provide trash collection services if the construction activities prohibit regular collection services. This item shall be incidental and the contractor will not receive any direct payment for this item.

31. INGRESS/EGRESS ACCESS:

The contractor shall provide ingress/egress access to all properties at all times. 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.

32. GROUND RESTORATION:

Unless otherwise provided, all disturbed areas within right-of-way or within established lawns shall be restored using sod or seed to match what was on the property originally, following City Standards.

SUMMARY OF REQUIRED SUBMITTALS

Submittals by Contractor:

Enclosed with Bid

- Proposal P1-P2 Submitted:_____
- Buy American Provisions (BA-1) Submitted:_____
- Immigration Compliance Affidavit and Documentation (P.IC-1 to IC-16) **NOTE: Contractor to sign all sheets in spaces provided.** Submitted:_____

Prior to Construction

- Bid Guaranty (p.IB-1) Submitted:_____
- Contract Agreement Submitted:_____
- Performance Bond (p. IB-2 and 2.7.04) Submitted:_____
- Payment Bond (p. IB-2) Submitted:_____
- Certificate of Insurance (p.IB-4, 2.7.01, 2.7.02, and 2.7.03) Submitted:_____
- Preliminary Work Schedule (p. IB-6 and 2.5.03) Submitted:_____
- Shop Drawings Submitted:_____
- List of Subcontractors (2.3.17) Submitted:_____

During Construction

- Requests for Partial and Final Payment
- Payroll Records (p. CA-2)
- Samples and Results of Tests (2.2.11 and 2.6.14)

Prior to Final Payment

- Payroll Records (p. CA-2) Submitted:_____
- Waiver of Liens (2.6.15) Submitted:_____
- Written Notice that work is ready for Final Inspection
- (p. CA-2) Submitted:_____
- Written Warranty (2.4.08 and CA-2) Submitted:_____
- Sworn Affidavit that all bills have been paid (CA-2) Submitted:_____

Submittals by Engineer:

- Tax Exemption Certificate (p. IB-4) Submitted:_____
- Notice of Award Submitted:_____
- Notice to Proceed (p. CA-1) Submitted:_____

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS

REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), "No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

As a condition for the award of any contract or grant in excess of five thousand dollars ($5,000) by the state or by any political subdivision of the state (e.g. City of Sullivan, MO) to a business entity, the business entity (Company) shall, 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 sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

> …[A]ny 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. See, Sec. 285.525 RSMo

_____

Contractor Signature

_____

Date

The City of Sullivan, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over $5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sectiosn 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).

The City of Sullivan encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/e-verify or by calling 888-464-4218.

_____
Contractor Signature

_____
Date

If you have any questions, please contact the Engineering Department at the City of Sullivan at 573-468-8965.

_____
Contractor Signature

_____
Date

STATE OF MISSOURI)
)ss
COUNTY OF)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

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.

KNOWINGLY:

A person acts knowingly or with knowledge,

(a) 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

(b) 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.

_____
Contractor Signature

_____
Date

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).

BEFORE ME, the undersigned authority, personally appeared

_____, who, being duly sworn, states on his oath or affirmation as

follows:

1. My name is _____ and I am currently the President of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

_____

_____

_____

_____

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

_____
Contractor Signature

_____
Date

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

_____

Printed Name, Affiant

Subscribed and sworn to before me this _____ day of _____,2009.

_____

Notary Public

My Commission Expires: State of Missouri

Commissioned in _____ County

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

_____

Contractor Signature

_____

Date

CONTRACT AGREEMENT

This agreement, made the ____ day of February, 2020, by and between _____, Party of the First Part, hereinafter called the "Contractor", and CITY OF SULLIVAN, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications entitled **Police Department Parking Lot Improvements,** furnished by the City of Sullivan Engineering Department, 210 West Washington, Sullivan, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall be commenced seven (7) days after being given written notice to proceed from the City and shall be completed in sixty (60) calendar days.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay liquidated damages to the Owner of $500.00 per day. Those damages shall be used to pay for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed _____ ($_____) for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Progress Payments:

The Owner shall make payments on account of the Contract as provided therein as follows:

Contractor shall submit pay requests no later the last week of the month to be paid by the third Wednesday of the following month. Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. The ten (10) percent (retainage) which is deducted each month is reserved by the City as partial guaranty of the faithful execution of the Contract by the Contractor.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of his and each of his subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors. (i.e. lien waivers).

Requests shall be submitted on the City of Sullivan standard partial pay and final pay request and payroll forms contained within these documents.

ARTICLE 5. Acceptance and Final Payment:

The Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor with this contract hereby warrants all of the work done under this contract for a period of one (1) year following the completion of the project. Upon completion, the Contractor shall submit to the City a written one (1) year warranty on total project. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the City shall upon certificate without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards Annual Wage Order No. 26, Section 028, (or the most current version thereof) applicable to Crawford County. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

ARTICLE 8. Periods of Excessive Unemployment:

Contractor shall ensure that Section 290.550 through 290.580 RMSo (2000), inclusive are satisfied, in that only Missouri laborers or laborers from nonrestrictive states are employed on this project, and shall include these requirements in any subcontract entered by Contractor for this project.

ARTICLE 9. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposed and intents. Venue shall be vested in courts of appropriate jurisdiction in Franklin County, Missouri.

ARTICLE 10. Compliance with City Code:

Contractor shall be in compliance with all City Codes and Ordinances.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF SULLIVAN, MISSOURI

_____

By: Dennis A. Watz, Mayor Date

Attest:

_____

City Clerk, Janice Koch

Contractor

_____

By: Date

Attest:

_____

Secretary

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI)
)
COUNTY OF)

On this _____day of _____, 20_____, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the President (other officer or agent), of _____Corporation, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI)
)
COUNTY OF)

On this _____ day of _____, 20____ before me appeared _____, to me personally know, who being by me duly sworn did say he (she) is a member of the partnership of _____, and that as such partner he (she) has authority to execute the foregoing instrument on behalf of said partnership, ad acknowledge that he (she) executed the same as his (her) free act and deed and as the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and year first above written.

_____
Notary Public

My Commission Expires: _____

EXHIBIT A

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

CRAWFORD COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.
SIGNATURE
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

BID ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE
COMPANY NAME

NOTICE OF AWARD

TO Contractor

Address

Address

Project Description: #13017 POLICE DEPARTMENT
PARKING LOT IMPROVEMENTS

The City of Sullivan has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of
$ XXX.XX, _____.

You are required by the Information for Bidders to execute the Contract Agreement and furnish the required Contractors Bonding and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bond within ten (10) calendar days from the date of this Notice, said City of Sullivan will be entitled to consider all your rights arising out of the City of Sullivan's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Sullivan will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the City of Sullivan.

Dated this ___ day of February, 2020.

Owner: CITY OF SULLIVAN

By:

_____ City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By_____

This the_____ day of _____,_____.

Title_____

Employer Identification Number _____

NOTICE TO PROCEED

TO Contractor

Address

Address

Project Description: #13017 POLICE DEPARTMENT
PARKING LOT IMPROVEMENTS

You are hereby notified to commence Work in accordance with the Agreement dated _____, ____, within **seven** **(7)** calendar days from the date of this NOTICE TO PROCEED, or, on or before _____, _____. You are required to complete the Work in the Contract within **sixty** **(60)** consecutive calendar days from the date of this Notice. The date of completion of all work is therefore _____, 2020.

Dated this____day of February, 2020.

Owner: CITY OF SULLIVAN

By:

City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____

(Contractor) Company Name Typed or Printed

_____

Authorized Signature

_____

Name Typed or Printed

This the _____day of _____,_____

Title:_____

Employer identification Number: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned, _____ (hereinafter called the "Principal"), an *individual, partnership, or corporation, duly authorized by law to do business as a construction contractor in _____and _____ (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri, are held and firmly bound unto
(hereinafter called the "Obligee"), in the penal sum of _____ ($_____) dollars lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, 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 said Obligee for the construction of _____ located at

_____.

Now, therefore, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall as soon as the work contemplated by said Contract is completed, pay to the proper parties all amount due for material, lubricants, oil, gasoline, grain, hay, food, coal, and coke, repairs on machinery, groceries and foodstuff, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both compensation and all other kinds of insurance, on said word, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and may be sued on for his use and benefit by any person furnishing materials or performing labor, either as an individual, or as a subcontractor for any contractor in the name of said Obligee.

*Mark out the inapplicable designation

Note: Performance Bond may be submitted utilizing Surety Companies standard form.

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

IN TESTIMONY WHEREOF, the parties hereunto have cased the execution hereof in _____ original counterparts as of the _____ day of _____, 20____.

_____	_____
PRINCIPAL	SURETY
_____	_____
By	By
_____	_____
Title	Title

ATTEST:

_____ (Seal)

Capital Improvement Project
Police Department Parking Lot Improvements
Project #13017
Proposal

City of Sullivan
210 West Washington
Sullivan, MO 63080

In accordance with the advertisement inviting proposals regarding the above noted project for the City of Sullivan subject to the conditions, contract documents, specifications, including all addenda, and the plans, which so far as they relate to the proposal are made part of it, the undersigned herewith propose to construct the work specified at the following unit prices: (**Any Items Not Listed In Pay Items Shall Be Considered Incidental To Construction**)

Item No.	Description:	Units	Estimated Quantity	Unit Price	Total Price
Bid Option 1					
1	MOBILIZATION	L.S.	1	$_____	$_____
2	1-1/4” PAVEMENT MILLING AREA	S.Y.	2,215	$_____	$_____
3	1-1/4" BP-1 ASPHALT OVERLAY AREA	S.Y.	2,215	$_____	$_____
4	8” ROCK SUB-BASE AREA	S.Y.	175	$_____	$_____
5	3" BP-1 ASPHALT PAVEMENT	S.Y.	175	$_____	$_____
6	4” THICK CONCRETE SIDEWALK W/ 4” THICK COMPACTED ROCK BASE	S.Y.	33	$_____	$_____

TOTAL BID OPTION 1 IN WORDS $_____

TOTAL BID OPTION 1 IN FIGURES $_____

Item No.	Description:	Units	Estimated Quantity	Unit Price	Total Price
Bid Option 2					
1	MOBILIZATION	L.S.	1	$_____	$_____
2	1-1/4” PAVEMENT MILLING AREA	S.Y.	2,215	$_____	$_____
3	1-1/4" BP-1 ASPHALT OVERLAY AREA	S.Y.	2,215	$_____	$_____
4	8” ROCK SUB-BASE AREA	S.Y.	1,700	$_____	$_____
5	3" BP-1 ASPHALT PAVEMENT	S.Y.	1,700	$_____	$_____
6	4” THICK CONCRETE SIDEWALK W/ 4” THICK COMPACTED ROCK BASE	S.Y.	33	$_____	$_____
7	6” THICK CONCRETE DUMPSTER PAD W/ 6” THICK COMPACTED ROCK BASE	S.Y.	32	$_____	$_____
8	8” THICK CONCRETE ENTRANCE APRON W/ 4” THICK COMPACTED ROCK BASE	S.Y.	18	$_____	$_____

TOTAL BID OPTION 2 IN WORDS $_____

TOTAL BID OPTION 2 IN FIGURES $_____

(Signature required on page P3 of P3)

The undersigned bidder proposes and agree, if this bid is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance the other terms and conditions of the contract documents. The bidder accepts all of the terms and conditions of the advertisement or invitation to bid and instructions to bidders, including with limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 60 days. Bidder will sign and submit the agreement with the bonds and other documents required by the bidding requirements within 10 days after notice of award by the City. In submitting this bid, the bidder represents that he has examined copies of all bidding documents and all addenda (receipt of which is hereby acknowledged) and has attached a signed copy of each hereto.

Bidder has familiarized himself with the nature and extent of the contract documents, work, site conditions, locality, and laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work. Bidder has performed or obtained any additional examination, investigations, tests, reports, or similar information or data in respect to underground facilities as required to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents. The bidder has given the City written notice of all conflicts, error, or discrepancies if any that it has discovered in the contract documents.

The bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. The bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The bidder has not sought by collusion to obtain for itself any advantage over any other bidder or the City.

The bidder understands and agrees that the City may elect to delete portions of the work before or after the award of the contract, and if the City so elects before the award of the contract, the bidder agrees that the bids will be compared and the contract sum and totals adjusted accordingly to account for deleted portions of the work. The summation of the item prices and item totals must equal the overall total amount. In the event of a discrepancy between the overall total amount and the mathematical summation of such item totals, the mathematical summation of the item totals and accounting for any deletions of portions of the work shall form the basis of the award and the basis for the contract sum.

_____

Contractor's Company Name

Mailing Address: _____

_____

_____

_____

_____

Contractor's Authorized Rep. (SIGNATURE)

Date: _____

_____

Authorized Representative's Title

Phone Number: _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 DEFINITIONS

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

a) Legal and Procedural Documents

1. Advertisement
2. Information for Bidders
3. Proposal
4. Bid Guaranty
5. Contract
6. Performance Bond
7. Payment Bond

b) Special Provisions

c) General Conditions of the Contract

d) Detailed Specification Requirements

e) Drawings

2.1.02 ENGINEER is the City of Sullivan Engineer.

2.1.03 OWNER is the City of Sullivan, Missouri.

2.1.04 SUB-CONTRACTOR is any person, firm or corporation with a direct contract with the contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

2.1.05 CONTRACTOR is the contractor named in the contract documents.

2.1.06 PROPOSAL: The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

2.1.07 BID GUARANTY: The 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 the work, if the contract is awarded to them.

2.1.08 CONTRACT is the agreement covering the performance of the work described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or material therefore.

2.1.09 PAYMENT BOND is 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 pay all fees owed for labor and materials required for the project in accordance with the terms of the contract.

2.1.10 PERFORMANCE BOND is 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.

2.1.11 SURETY is the person, firm or corporation who executes the contractor's payment and performance bond.

2.1.12 SPECIFICATIONS shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

2.1.13 DRAWINGS are those listed in the index to specifications and drawings with all addenda thereto.

2.1.14 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to those who serve the notice.

a) Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.

2.1.15 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, 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.

2.1.16 WORKING DAY: A working day is defined as any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit any major operation of the project for six hours or over unless other unavoidable conditions prevent the contractor's operators. If conditions are such as to stop work in less than six hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.

2.1.17 PREVAILING WAGE RATES: The Contractor shall be required to comply with the Requirements of the "Wage Scale Determinations" as provided for each trade.

2.1.18 CITY: is the City of Sullivan, Missouri who is also the OWNER.

SECTION 2.2 DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.2.01 INTENT OF DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The contractor shall do all the work shown on the drawings and described in the specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvements, ready for use, occupancy and operation by the owner.

2.2.02 CONFLICT: If there be conflicting variance between the drawings and the specifications, the provisions of the specifications shall control. In case of conflict between the general conditions of the contract or any modifications thereof and the detailed specification requirements, the detailed specification requirements shall control.

2.2.03 DISCREPANCIES IN DRAWINGS: Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the contractor after their discovery of such discrepancies, errors or omissions shall be done at the contractor's risk.

2.2.04 ADEQUACY OF DRAWINGS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the drawings and specifications shall be borne by the engineer. The complete requirements of the work to be performed under the contract shall be set forth in drawings and specifications to be supplied by the owner through the Engineer or by the Engineer as representative of the owner. Drawings and specifications furnished shall be in accordance with the contract documents and shall be true and accurate developments thereof.

2.2.05 ADDITIONAL INSTRUCTIONS: Further instructions may be issued by the Engineer during the progress of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED: Except as provided for otherwise, all required copies of drawings and specifications necessary for the execution of the work shall be furnished to the contractor without charge.

2.2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE: One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the City Engineer at all times.

2.2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All original or duplicated drawings and specifications and other data prepared by the Engineer shall remain the property of the Engineer and they shall not be reused on other work, but shall be returned to them upon completion of the work.

2.2.09 DIMENSIONS: Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the contractor is affected by finish dimensions, these shall be determined by the contractor at the site, and they shall assume the responsibility therefore.

2.2.10 MODELS: All models prepared for this work shall become the property of the owner at the completion of the work.

2.2.11 SAMPLES: All samples called for in the specifications or required by the Engineer shall be furnished by the contractor and shall be submitted to the Engineer for his (her) approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. See also 2.6.15.

a.) Samples for Tests: Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.

b.) Quality Assurance - Concrete: In order to ensure the quality of the contractor's work, samples of all cast in place concrete shall be collected and tested by an independent testing laboratory. The cost of the collection and testing of such samples will be the contractor's expense. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.

c.) Quality Assurance – Soils and Base Rock: In order to ensure the quality of the contractor's backfill material, all soil and base rock shall be tested by an independent testing laboratory. The cost of the collection and testing of such samples will be the contractor's expense. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling. The subgrade and base rock shall be proof rolled with a fully loaded tandem dump truck in both driving lanes and down the middle.

2.2.12 SHOP DRAWINGS: The contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

a) Three copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.

b) The Engineer shall, within five (5) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.

c) The contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

d) Following completion of such corrections and changes, the contractor shall furnish the City Engineer one copy of the shop drawings conforming to the required corrections and changes.

2.2.13 QUALITY OF MATERIALS: In order to establish standards of quality, the Engineer has, in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

a) The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Engineer may require.

b) The contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing within a reasonable time. No substitute materials shall be used unless approved in writing.

c) An addendum will be issued prior to bid opening, identifying manufacturers of approved equipment. Only general contractors can request approval of equal equipment.

2.2.14 SURVEYS: The contractor shall establish all base lines for location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information, the contractor shall develop and make all detail staking necessary for construction, including slope stakes, batter boards, stakes for pile locations, back of curb and other working points, lines and elevations. The contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the contractor or resulting from their negligence, the contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench mark, reference points and stakes.

The contractor shall be responsible at his own cost to replace any property corners, iron pipes, or property pins that are disturbed by his work. The survey work by contractor shall include providing survey information for utility company relocations. All surveying work shall be performed by a licensed surveyor within the State of Missouri.

2.2.15 AS BUILT PLANS: The Contractor is responsible for producing an as-built set of plans for the engineer within 2 weeks of completing the project. There shall be no direct payment for this item of work; it shall be subsidiary to the bid items.

SECTION 2.3 ENGINEER-OWNER-CONTRACTOR RELATIONS

2.3.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

2.3.02 ENGINEER'S DECISIONS: All claims of the owner or the contractor shall be presented to the Engineer for decision which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final.

2.3.03 SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he (she) may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications. The contractor shall not suspend operation without the Engineer's permission.

2.3.04 INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. Such inspection may include mill, plant, or ship inspection, and any material furnished under these specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.

2.3.05 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the contractor's expense.

2.3.06 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the contractor, and all directions given to the superintendent shall be considered given to the contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the contractor.

2.3.07 LANDS BY OWNER: The owner shall provide the lands shown on the drawings upon which the work under the contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the owner shall be deemed proper cause for adjustment in the time of completion.

2.3.08 LANDS BY CONTRACTOR: Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the contractor with no liability to the owner. The contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.

2.3.09 PRIVATE PROPERTY: The contractor shall not enter upon private property for any purpose without obtaining permission, and they shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments, and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2.3.10 ASSIGNMENT OF CONTRACT: Neither the contractor nor the owner shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or their obligation thereunder, without written consent of the other party.

2.3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this contract, before acceptance of the work by the Engineer, the contractor shall remove all of their equipment, tools and supplies from the property of the owner. Should the contractor fail to remove such equipment, tools and supplies, the owner shall have the right to remove them.

2.3.12 SUSPENSION OF WORK BY THE OWNER: The work or any portion thereof may be suspended at any time by the owner provided that he gives the contractor five (5) days written notice of suspension, which shall set forth the date on which work is to be resumed. The contractor shall resume the work upon written notice from the owner and within ten days after the date set forth in the notice of suspension. If the owner does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.10.

2.3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES: Upon failure of the contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five days written notice to the contractor and receipt of written approval from the Engineer, the owner may, without prejudice to any other remedy he (she) may have, correct such deficiencies.

2.3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: The owner shall have the right to terminate the employment of the contractor after giving ten days written notice of termination of the contractor in the event of any default by the contractor and upon receiving written notice from the Engineer certifying the cause for such action. In the event of such termination, the owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means they select.

It shall be considered a default by the contractor whenever they shall:

a) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.

b) Disregard or violate important provisions of the contract documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.

c) Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment thereof.

2.3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT: The contractor may suspend work or terminate contract upon ten days written notice to the owner and Engineer, for any of the following reasons:

a) If an order of any court, or public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the contractor or their employees.

b) If the Engineer should fail to act upon any request for payment within thirty days after it is presented in accordance with the general conditions of the contract.

c) If the owner should fail to pay the contractor any sum within thirty days after its award by arbitrators.

2.3.16 RIGHTS OF VARIOUS INTERESTS: Wherever work being done by the owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

2.3.17 SUBCONTRACTS: At the time specified by the contract documents or when requested by the Engineer, the contractor shall submit in writing to the owner for approval of the Engineer the names of the sub-contractors proposed for the work. Sub-contractors may not be changed except at the request or with the approval of the Engineer. The contractor is responsible to the owner for the acts and omissions of their employees. The contract documents shall not be construed as creating any contractual relation between any sub-contractor and owner. The contractor shall bind every sub-contractor by the terms of the contract documents.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between contractor and subcontractor.

2.3.18 WORK DURING AN EMERGENCY: The contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases they shall notify the Engineer of the emergency as soon as practicable, but he (she) shall not wait for instructions before proceeding to properly protect both life and property.

2.3.19 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms of obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.

2.3.20 SAFETY: The contractor shall employ adequate safety procedures and techniques in the performance of their work.

SECTION 2.4 MATERIALS AND WORKMANSHIP

2.4.01 MATERIALS FURNISHED BY THE CONTRACTOR: All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the contractor.

2.4.02 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the owner or lessee.

2.4.03 CHARACTER OF WORKMEN: The contractor shall at all times be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the contractor or sub-contractor who, in the opinion of the Engineer, does not perform their work in a skilled manner, or appears to be incompetent or to act is a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

2.4.04 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten days after written notice is given by the Engineer, and the work shall be re-executed by the contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

a) Should the contractor fail to remove work or materials rejected within ten days after written notice to do so, the owner may remove them and may store the material.

b) Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.18.

2.4.05 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

2.4.06 CUTTING AND PATCHING: The contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The contractor shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his (her) direction.

2.4.07 CLEANING UP: The contractor shall remove from the owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

2.4.08 GUARANTY PERIOD: The contractor shall warrant all material furnished, equipment furnished and work performed by them for a period of one year from the date of written acceptance of the work. This warranty shall be documented to the City in writing by an authorized representative of the contractor. Failure of contractor to provide written warranty does not absolve contractor of said warranty.

SECTION 2.5 PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED: Following the execution of the contract by the owner, written notice to proceed with the work shall be given to the contractor. The contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the owner) with such force as to secure the completion of the work within the time stated in the proposal.

2.5.02 CONTRACT TIME: The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.

2.5.03 SCHEDULE OF COMPLETION: The contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the contractor proposes to carry on the work, with dates at which the contractor will start the several parts of the work, and estimated dates of completion of the several parts.

2.5.04 CHANGES IN THE WORK: The Owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by the change shall be adjusted as described in section 2.5.05, "EXTRA WORK".

2.5.05 EXTRA WORK: New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. Extra work is further defined as any work required to complete the project that is not already included within the contract documents or incidental to the work that is to be performed on the project within the Contract Documents. The contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications or special provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

The Contractor is contracting with a municipality, and as such, the Mayor and Board of Aldermen have the sole authority to execute change orders for Extra Work on behalf of the Owner. The authority direct the performance of Extra Work by the Contractor may be delegated to the Engineer by an ordinance of the Board of Aldermen.

Engineer is authorized to give written orders to the Contractor to perform minor changes in the project <u>not</u> involving an adjustment in the total contract sum, extension of contract time, and not inconsistent with the intent of the Contract Documents. The contractor shall carry out such written orders promptly.

The Contractor must make written notice of all Extra Work claims promptly before conditions change or are disturbed and in no event later than 21 days after first observance of the conditions requiring the Extra Work. The written notice of Extra Work shall include an explanation of the conditions leading to the Extra Work, estimated Extra Work quantities, and cost estimate of the Extra Work and be issued to the Engineer.

2.5.06 EXTENSION OF CONTRACT TIME: A delay beyond the contractor's control occasioned by an Act of God or act of omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the contractor shall give immediate notice to the Engineer of the cause of such delay. For any single delay in the project in excess of 2 calendar days, the Contractor shall provide the Engineer written notice of such delay and reasons for said delay within 7 days of the occurrence of the delay.

2.5.07 USE OF COMPLETED PORTIONS: The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 2.6 MEASUREMENT AND PAYMENT

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT: Except in cases where unit prices form the basis for payment under the contract, the contractor shall within ten days of receipt of notice to proceed, submit a complete breakdown of the contract amount showing the value assigned to each part of the work including an allowance for profit and overhead. Upon approval of the breakdown of the contract amount by the Engineer, it shall be used as the basis of all requests for payment.

2.6.02 REQUESTS FOR PAYMENT: The contractor may submit periodically but not more than once each month a request for payment for work done and materials delivered and stored on the site. All pay requests must be made to the Engineer at least 10 days before the last day of the month. The contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the owner title to such materials. Each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less a percentage to be retained as detailed in the Contract Agreement until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed. See also section 2.6.20 and the Contract Agreement. The Contractor shall submit all pay requests on the forms incorporated in these specifications for all partial and final pay requests.

2.6.03 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT: Within ten days of submission of any request for payment by the contractor, the Engineer shall:

a) Approve the request for payment as submitted.

b) Approve such other amounts as he (she) shall decide is due the contractor, informing the contractor in writing of his (her) reason for approving the amended amount.

c) Withhold the request for payment, informing the contractor in writing of their reasons for withholding it.

2.6.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT: Within fourteen days from the date of approval of a request for payment by the Engineer, the owner shall:

a) Approve the request for payment to be mailed on the third Wednesday of the month following the Contractor’s request for payment.

b) Approve to pay such other amount in accordance with Paragraph 2.6.05 as they shall decide is due the contractor, informing the contractor and the Engineer in writing of their reasons for paying the amended amount. Payment of the amended amount will be mailed on the third Wednesday of the month following the Contractor’s request for payment.

c) Notify the Contractor and the Engineer in writing that payment will be withheld in accordance with Paragraph 2.6.05 and informing the contractor and the Engineer of their

reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT: The owner may withhold payment in whole or in part on an approved request for payment to the extent necessary to protect themselves from loss on account of any of the following causes discovered subsequent to approval of a request for payment by the Engineer.

a) Defective work.

b) Evidence indicating the probable filing of claims by other parties against the contractor.

c) Failure of the contractor to make payments to sub-contractors, material suppliers or labor.

d) Damage to another contractor.

2.6.06 RESPONSIBILITY OF THE CONTRACTOR: Unless specifically noted otherwise, the contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the contractor's responsibility to pay for:

a) Replacement of survey bench marks, reference points and stakes provided by the owner under Paragraph 2.2.14 and all construction staking.

b) Lands by contractor provided in accordance with Paragraph 2.3.08.

c) Insurance obtained in accordance with Paragraphs 2.7.01 and 2.7.02.

d) Fire insurance obtained in accordance with Paragraph 2.7.03.

e) Payment and Performance bond obtained in accordance with Paragraph 2.7.04.

f) Royalties required under Paragraph 2.7.05.

g) Permits and licenses required of the contractor and sub-contractors.

2.6.07 PAYMENT FOR UNCORRECTED WORK: Should the Engineer direct the contractor not to correct work that has been damaged or that was not performed in accordance with the contract documents, an equitable deduction from the contract amount shall be made to compensate the owner for the uncorrected work.

2.6.08 PAYMENT FOR REJECTED WORK AND MATERIALS: The removal of work and materials rejected under Paragraph 2.4.04 and the re-execution of acceptable work by the contractor shall be at the expense of the contractor, and they shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.

a) Removal of rejected work or materials and storage of materials by the owner in accordance with Paragraph 2.4.04 shall be paid by the contractor within thirty days after

written notice to pay is given by the owner. It the contractor does not pay the expenses of such removal and after ten days written notice being given by the owner of their intent to sell the materials at auction or at private sale and shall pay to the contractor the net proceeds therefrom after deducting all the cost and expenses that should have been borne by the contractor.

2.6.09 PAYMENTS FOR EXTRA WORK: Written notice of claims for payments for extra work shall be given by the contractor within ten days after receipt of instructions from the owner as approved by the Engineer to proceed with the extra work and also before any work is commenced, except in emergency endangering the life or property. No claim shall be made valid unless so made. In all cases, the contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The owner's order for extra work shall specify any extension of the contract time and one of the following methods of payments:

a) Unit prices or combinations of unit prices which formed the basis of the original contract.

b) A lump sum based on the contractor's estimate, accepted by the owner, and approved by the Engineer.

c) Forced account as described in Section 2.6.19.

2.6.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the owner and abandoned by the contractor as provided in Paragraph 2.3.13, the contractor will then be entitled to payment for all work done on the portions so abandoned.

2.6.11 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the owner in removing construction equipment, tools and supplies in accordance with Paragraph 2.3.12 and in correcting deficiencies in accordance with Paragraph 2.3.14 shall be paid by the contractor.

2.6.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT: Upon termination of the contract by the owner in accordance with Paragraph 2.3.14, no further payments shall be due the contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the contractor. If the cost of completing the work shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The cost incurred by the owner, as herein provided, and the damage incurred through the contractor's default, shall be certified by the owner, and approved by the Engineer.

2.6.13 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon suspension of the work or termination of the contract by the contractor within accordance with Paragraph 2.3.15, the contractor shall recover payment from the owner for the work performed.

2.6.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Paragraph 2.2.11 shall be furnished by the contractor at their expense.

a) Testing of samples and materials furnished in accordance with Paragraph 2.2.11 shall be arranged and paid for by the contractor.

2.6.15 RELEASE OF LIENS: The contractor shall deliver to the owner a complete release of all liens arising out of this contract before the retained percentage or before the final request for payment is paid. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may have been compelled to pay in discharging of such liens including all costs and a reasonable attorney's fee.

2.6.16 ACCEPTANCE AND FINAL PAYMENT: When the contractor shall have completed the work in accordance with the terms of the contract documents, the Engineer shall certify his (her) acceptance to the owner and his (her) approval of the contractor's final request for payment, which shall be the contract amount plus all approved additions less all approved deductions (including retention) and less previous payments made. The request for final payment shall be made on the form contained in these specifications. The contractor shall furnish evidence that they have fully paid all debts for labor, material, and equipment incurred in connection with the work, following which the owner shall accept the work and release the contractor except as to the conditions of the performance bond, any legal rights of the owner, required guarantees, and corrections of faulty work after final payment, and shall authorize payment of the contractor's final request for payments per the Contract Agreement. The contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Engineer to assemble and check the necessary data.

2.6.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the owner. The contractor's responsibility shall then cease, except as set forth in their performance bond, as required by the guaranty period in accordance with Paragraph 2.4.08 and as provided in Paragraph 2.6.18.

2.6.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The approval of the final request for payment by the Engineer and the making of the final payment by the owner to the contractor shall not relieve the contractor of responsibility for the faulty materials or workmanship. The owner shall promptly give notice of faulty materials or workmanship and the contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

2.6.19 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK: All extra work done on a force account basis will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, timekeeper's service, premium on bond, and all other overhead expenses incurred in the prosecution of all extra work done on a force account basis. Payment will be made as follows:

a) For all materials purchased by the contractor and used in this specific work, they will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to 15% of the sum thereof.

b) For all labor and foremen, engaged in the specific operation, the Contractor will receive the prevailing wage and will be paid on the project for each and every hour that said labor and foremen are actually engaged in such work, to which will be added an amount equal to 15% of the sum thereof. In addition the contractor shall be paid a sum equal to the workmen's compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved for the actual amount of the payroll.

c) For any machine, power, and equipment which it may be deemed necessary or desirable to use, the contractor will be allowed reasonable rental price, which shall be agreed upon before such work is begun for each and every hour that said machinery or equipment is in use on such work, to which sum no percentage shall be added.

The contractor's timekeeper and the inspector shall compare records of extra work on a force account basis at the end of each day. Copies of these records shall be made in duplicate by the inspector and shall be signed by both the inspector and the contractor's timekeeper, one copy being forwarded respectively to the engineer and the contractor.

No extra work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. Bills for force account work must be sworn to and submitted in triplicate to the Engineer with the current monthly estimate.

2.6.20 REQUEST FOR PAYMENT FORM: All Requests for Payment shall use the City of Sullivan partial and final pay requests. Copies of these forms are contained within these contract documents.

SECTION 2.7 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

2.7.01 INSURANCE: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his sub-contractors, and the owner from claims for bodily injury, death or property damage which may arise from operations under this contract. The contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten days written notice to the owner of intention to cancel. The amounts of such insurance shall be not less than the following:

a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:

1) Property Damage, Injury or death of one person $2,000,000
2) Injury to more than one person in a single accident $2,905,664

b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

1) Property Damage, Injury or death of one person $2,000,000
2) Injury to more than one person in a single accident $2,905,664

Certificates of insurance sent to the City as evidence of insurance shall contain the following statement, and in their absence the certificate will not be satisfactory to the City:

> The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of Written notice thereof.

The Contractor shall ensure that all subcontractors also comply with the requirements of this provision. Insurance are further detailed in the Information for Bidders.

2.7.02 INDEMNITY: The Contractor shall indemnify and save harmless the City of Sullivan from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against it by reasons of any omission or act of the contractor, its agents or employees, in the execution of the work or in the guarding of it.

2.7.03 FIRE INSURANCE: In addition to such fire insurance as the contractor elects to carry for their own protection, they shall secure and maintain in the name of the owner policies upon such structures and material and in such amounts as to fully protect the owner. The policies shall be secured from a company which is satisfactory to the owner and delivered to the owner.

2.7.04 PAYMENT AND PERFORMANCE BOND: The Contractor shall, at the time of their execution of the contract, furnish a corporate bond in the sum equal to the contract amount. The form of the bond shall be as the owner may prescribe and with a surety company authorized to do business in the states where the work is located.

2.7.05 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters, patent or copyright is used by the contractor, they shall provide for such use by legal agreement with the owner of the patent or a duly authorized license of such owner, and shall save harmless the owner from any and all loss or expense on account thereof, including its use by the owner.

2.7.07 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured by the contractor.

2.7.07 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the owner against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2.7.08 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or white-washed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. See detour plan provided by City for placement of devices.

2.7.09 PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

2.7.10 CROSSING UTILITIES: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

2.7.11 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary accommodations for the use of their employees and those of their sub-contractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer.

JOB SPECIAL PROVISIONS

TABLE OF CONTENTS

(Job Special Provisions shall take precedence over the plans, specifications, and General Conditions whenever in conflict therewith).

1. Governing Specifications And Definition Changes
2. Workzone Traffic Management Plan
3. Utilities
4. As-Builts
5. General Site Items
6. Quality Assurance
7. Site Access
8. Property Owner Issues
9. Damage to Existing Improvements Not to be Disturbed

All items of work either previously stated or described herein shall include all materials, labor and equipment necessary to complete the work at the locations shown on the plans in accordance with the specifications and the special provisions.

1. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES

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

Roadway Construction: "Missouri Standard Specifications for Highway Construction" latest edition and "Standard Plans for Highway Construction" latest edition by the Missouri Highway and Transportation Commission (MHTC).

Specifications of the City of Sullivan.

2. WORK ZONE TRAFFIC MANAGEMENT PLAN

All traffic control shall conform to the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).

Contractor must maintain access to all residential and commercial properties at all times unless otherwise agreed upon by the engineer in writing. At least one lane of traffic will remain open at all times unless otherwise agreed upon by the engineer in writing.

Basis of Payment. Payment for the above mentioned work will be at the contracts unit bid price for "Traffic Control."

3. UTILITIES

For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Utility Name	Known Required Adjustment	Anticipated Relocation Completion Date
Electric City of Sullivan 210 West Washington Sullivan, MO 63080 Telephone (573) 468-4612		
Telephone Fidelity Cablevision, Inc. 52 North Clark Sullivan, MO 63080 Telephone (573) 364-5206		
Gas Missouri Natural Gas 6 Progress Parkway Union, MO 63084 Telephone (636) 584-8440		

Sewer
City of Sullivan
210 West Washington
Sullivan, MO 63080
Telephone (573) 468-4612

Water
City of Sullivan
210 West Washington
Sullivan, MO 63080
Telephone (573) 468-4612

Cable
Fidelity Cablevision, Inc.
52 North Clark
Sullivan, MO 63080
Telephone (573) 364-5206

The City does not warrant that the above information or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work. The bidder is solely responsible to plan and execute its sequence of work only in reliance on information obtained by it from utility companies.

UTILITY COMPANY WORK SCHEDULES: Contractors assume all risk in bidding or planning their work in reliance on this information. By submitting its bid and executing this contract the contractor represents it has taken into account all possible effects of these relocations and its need to coordinate its work with that of the utilities in its planned timing and sequence of work and its manpower and equipment loading. Contractor agrees that it shall have no claim for damages by reason of any direct or indirect effect, by way of delay or otherwise, of any of these utility relocations.

By submitting a bid on this project, contractors certify that they have taken into account in their planned order of work, personnel and equipment loading and schedule all effects of the presence of the utilities, their relocation and all effects, cost and impacts of the same in their bid prices.

Therefore, contractors agree that any effects of the presence of the utilities, their relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including without delay, impact, cumulative impact, incidental or consequential damages. Contractor's SOLE REMEDY for the effects of the presence of utilities, delay or any other effects shall be in an excusable delay as provided in Missouri Standard Specifications Section 105.7.3. The contractor waives, itself, its subcontractors and suppliers the compensability of the presence of the utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

The Contractor's Progress Schedule, required as a part of this section and in conformance with Section 108.4 of the Missouri Standard Specifications shall reflect coordination of the contractor's work with that of the utility relocation including, without limitation, all dependencies of the contractor's or its subcontractors work upon relocation of utility lines and facilities and the effects of the utility relocation on the order of work provided in other parts of the contract documents.

The contractor shall be solely responsible and liable for and hold and save harmless the City from all damages, including incidental and consequential damages, to any utility lines or facilities or interruption of service caused by its subcontractor's operations in the event the contractor or any of its subcontractors begin to work in areas where utility relocations have not been completed.

No direct payment will be made for the contractor's compliance with above section.

4. AS BUILTS

1.0 Description. This specification covers the requirements, deliverables, standards, and basis of payment for the preparation and delivery of construction as-built plans.

1.1 Requirements. The as-built plans shall include the following: the size, type and manufacturer information of material used, horizontal and vertical coordinates of all utilities visible from the surface, alignment of underground facilities, flowline elevations of all sewers, all permanent improvements, and all changes/deviations from the plans. As-built plans shall be prepared by a licensed surveyor in the State of Missouri.

2.0 Basis of Payment. Unless otherwise provided in the contract documents, there shall be no direct payment for this item of work; it shall be subsidiary to the bid items.

5. GENERAL SITE ITEMS

Contractor is to maintain and be responsible for drainage throughout the project duration. The contractor will plate any new or existing structures that may be required due to phasing/construction work.

The Contractor shall keep the work site in an orderly manner, free from trash and other debris. All work materials removed from the site shall be removed by the end of each workday.

Mailboxes within the limits of operations shall be removed, as needed, by the contractor. They shall be set temporarily where they will be accessible to both the carrier and the patron, and shall be properly reset by the contractor at designated locations before final acceptance of the work by the City. Mailboxes damaged by the contractor shall be replaced by the contractor. All mailbox supports set by the contractor shall comply with AASHTO guidelines.

The contractor will maintain access for local trash services.

6. QUALITY ASSURANCE - TESTING

The contractor will be responsible for hiring an independent testing firm that will report directly to the City, in order to obtain and perform all required material testing per the MoDot Materials Manual specifications.

Basis of Payment. Payment for the above mentioned work will be per the MoDot Specifications for Highway Construction and be incidental to the various bid items where testing is required.

7. SITE ACCESS

The Contractor shall access the work area directly for this project. The Contractor, shall be responsible for coordinating his operations with the property owner(s) and returning the area disturbed to its pre-construction condition.

8. PROPERTY OWNER ISSUES

The Contractor is to provide temporary mailboxes and reset or replace any existing mailboxes disturbed by the construction. Arrangements are to be made with the US Post Office to allow for delivery of mail.

The Contractor is to provide trash collection services if the construction activities prohibit regular trash collection.

The Contractor is to provide ingress/egress access to all property owners at all times by whatever temporary means is available.

These items shall be incidental and the Contractor will not receive any direct payment for these items.

9. DAMAGE TO EXISTING IMPROVEMENTS NOT TO BE DISTURBED

The Contractor shall be responsible for the replacement of all items damaged outside the construction limits or not noted to be removed or adjusted. Any area beyond the temporary construction easement that is disturbed shall be sodded at contractor's sole expense. There is no direct payment for this work; it shall be subsidiary to the bid items.

TECHNICAL SPECIFICATIONS

No direct payment will be made for incidental items necessary to complete the work as described unless specifically provided as a pay item in the contract. Missouri Standard Specifications for Highway Construction shall be utilized except as amended in the Job Special Provisions or the technical specifications below. **(All necessary grading of drainage swales west of parking lot are incidental to construction.)**

BID OPTION 1

ITEM NO. 1 MOBILIZATION

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. 750 lineal feet of 4" white waterborne striping shall be incidental to this bid option.

ITEM NO. 2 1-1/4" PAVEMENT MILLING AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the milling 1-1/4" off of entire existing parking lot. This item is to include all material, labor and equipment completed. This item shall be paid for per square yard milled.

ITEM NO. 3 1-1/4" BP-1 ASPHALT OVERLAY AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 1-1/4" of BP-1 Asphalt overlay over prepared milled existing asphalt. Contractor is responsible for connection along existing paved area and matching all existing grades so lot drains. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 4 8" ROCK SUB-BASE AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the required grading, earthwork, and installation of 8" of base material as indicated on plans. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 5 3" BP-1 ASPHALT PAVEMENT

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 3" of BP-1 Asphalt over the entire area indicated on the plans. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 6 4" THICK CONCRETE SIDEWALK w/ 4" THICK ROCK BASE

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 4" thick concrete sidewalk over 4" thick compacted rock base over the entire area indicated on the plans. This item shall include the required grading and earthwork as necessary. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

BID OPTION 2

ITEM NO. 1 MOBILIZATION

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. 1,750 lineal feet of 4” white waterborne striping shall be incidental to this bid option.

ITEM NO. 2 1-1/4" PAVEMENT MILLING AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the milling 1-1/4” off of entire existing parking lot. This item is to include all material, labor and equipment completed. This item shall be paid for per square yard milled.

ITEM NO. 3 1-1/4” BP-1 ASPHALT OVERLAY AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 1-1/4" of BP-1 Asphalt overlay over prepared milled existing asphalt. Contractor is responsible for connection along existing paved area and matching all existing grades so lot drains. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 4 8" ROCK SUB-BASE AREA

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the required grading, earthwork, and installation of 8" of base material as indicated on plans. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 5 3" BP-1 ASPHALT PAVEMENT

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 3" of BP-1 Asphalt over the entire area indicated on the plans. This item is to include all material, labor and equipment for a completed installation. 1,750 lineal feet of 4” white waterborne striping shall be incidental to this item. This item shall be paid for per square yard installed.

ITEM NO. 6 4" THICK CONCRETE SIDEWALK w/ 4” THICK ROCK BASE

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 4" thick concrete sidewalk over 4” thick compacted rock base over the entire area indicated on the plans. This item shall include the required grading and earthwork as necessary. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 7 **6" THICK CONCRETE DUMPSTER PAD w/ 6" THICK ROCK BASE**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 6" thick concrete dumpster pad over 6" thick compacted rock base over the entire area indicated on the plans. This item shall include the required grading and earthwork as necessary. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

ITEM NO. 8 **8" THICK CONCRETE ENTRANCE APRON w/ 4" THICK ROCK BASE**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 8" thick concrete entrance apron over 4" thick compacted rock base over the entire area indicated on the plans. This item shall include the required grading and earthwork as necessary. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per square yard installed.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 028

CRAWFORD 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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		$21.04*
Boilermaker		$21.04*
Bricklayer		$21.04*
Carpenter		$21.04*
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		$21.04*
Plasterer		
Communications Technician		$21.04*
Electrician (Inside Wireman)		$21.04*
Electrician Outside Lineman		$21.04*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		$21.04*
Glazier		$21.04*
Ironworker		$21.04*
Laborer		$21.04*
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		$21.04*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		$21.04*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		$21.04*
Plumber		$21.04*
Pipe Fitter		
Roofer		$21.04*
Sheet Metal Worker		$21.04*
Sprinkler Fitter		$21.04*
Truck Driver		$21.04*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
CRAWFORD County

Section 028

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		$21.04*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		$21.04*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		$21.04*
General Laborer		
Skilled Laborer		
Operating Engineer		$58.08
Group I		
Group II		
Group III		
Group IV		
Truck Driver		$21.04*
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 less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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.