

REQUEST FOR BIDS
GENERAL REQUIREMENTS &
CONSTRUCTION SPECIFICATIONS
FOR
CITY OF ARNOLD
JEFFERSON COUNTY, MISSOURI

ASPHALT STREET REPLACEMENT AND REPAIR PROJECT –
PHASE A

CITY OF ARNOLD
2101 JEFFCO BLVD.
ARNOLD, MISSOURI 63010

City of Arnold
ADVERTISEMENT FOR BIDS
ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A

Notice is hereby given that sealed bids for the **ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A** will be received by the City Clerk City Hall, 2101 Jeffco. Blvd., Arnold, Missouri 63010, until 10:00 a.m., Tuesday, November 21, 2017, at which time the bids will be publicly opened and read. Bids must be submitted in a sealed envelope marked “**Asphalt Street – Phase A**” in the lower left corner.

Specifications and bid documents are available for pickup on or after Friday, November 3, 2017 at the Public Works Department, 2900 Arnold Tenbrook Rd., Arnold, Missouri, or by calling the Public Works Department Office at (636) 282-2386 or on the City’s website at www.arnoldmo.org

A voluntary pre-bid meeting is scheduled for 10:00 a.m. Tuesday, November 14, 2017 at the Public Works Office, 2900 Arnold Tenbrook Road, Arnold, Missouri, for interested contractors. The purpose of the meeting is to review the project, respond to questions and address concerns from the contractors. Following the meeting, a visit to the project site is scheduled.

All bids shall be made in duplicate on the printed forms found in the contract documents. Each bid must be accompanied by a certified check, cashier’s check, or bid bond, payable to the City of Arnold, Missouri, in the amount of ten (10%) of the amount of the bid as a guarantee that the successful bidder or bidders will enter into a contract and furnish performance and payment bonds in the full amount of the Contract within ten (10) days after the award is made.

The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be for the best interest of the City of Arnold, Missouri.

By Order Of
Tammi Casey, City Clerk

GENERAL REQUIREMENTS

1. PREPARATION OF BIDS

- A. Bids must be made in duplicate upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with amounts extended and totaled, and no changes shall be made in phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amount shall govern. Any bid may be deemed non-responsive which contains any omissions, erasures, alterations, additions, irregularities, of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid forms, or in which any of the prices are obviously unbalanced.
- B. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or a corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be signed by all authorized partners; if made by a corporation, it must be signed by an authorized officer thereof with a certification of authorization attached to the bid.

2. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor, material and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

All bidders shall be responsible for familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations, should be directed to Ed Blattner, P.E., Public Works Director at 636-282-2386 or Charlie Allen, Street Superintendent at 636-282-6651 prior to November 15, 2017.

3. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of the work by the Public Works Director, the Contractor shall remove all of his equipment, tools, and supplies from the property of the City (also referred to herein as the "Owner"). Should the Contractor fail to remove such equipment, tools, and supplies; the Owner shall have the right to remove them, at the expense of the Contractor.

4. EXTENSION OF CONTRACT TIME

- A. A delay beyond the Contractor's control occasioned by an Act of God, or act of omission on the part of the Owner, by strikes, lockouts, fire, flood, tornado, earthquake, or other cause beyond the reasonable control of Contractor, may entitle the Contractor to an extension of time in which to complete the work as determined by the Public Works Director, provided, however, that the Contractor shall immediately give substantiated written notice to the Public Works Director on the cause of such delay.
- B. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by the City, the General Requirements, Drawings, specifications, and all Addenda (if any) issued prior to and all modifications issued after execution of the Contract Agreement.

5. LIQUIDATED DAMAGES

- A. The Contractor shall commence work promptly in accordance with these specifications. Contractor shall prosecute the work vigorously and diligently so as to insure completion within the time stipulated in the Contract.
- B. If, in the opinion of the Contractor, he is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changed in the work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, earthquake, or any other cause beyond the reasonable control of the contractor, he shall, within ten (10) consecutive days from the start of such delay, enter a written claim to the Public Works Director that such delay occurred and his substantiation for such claim.
- C. Time is expressly declared to be of the essence in completion of work covered by the Contract Documents. It is agreed that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted contract for each calendar day, except Sundays and Holidays, after date specified for completion of the project that the entire work is not substantially completed.
- D. The term "substantially complete" as used herein shall be construed to mean the completion of the entire work in strict accordance with all requirements of the drawings and specifications except minor items which, in the opinion of the Public Works Director, will not interfere with the complete and satisfactory use of the facilities.
- E. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility obligation under this Contract.

- F. Act of God means an earthquake, flood, tornado, 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.

6. BID SECURITY

- A. Each bid must be accompanied by a deposit of not less than ten (10%) percent of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, a cashier's check or a bid bond payable to the Owner. Within ten (10) days after the formal opening of bids, all checks or bid bonds will be returned, except those deposited by the three (3) lowest formal bidders. The remaining checks or bid bonds, with the exception of the bid security of the successful bidder, will be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The bid security of the successful bidder will be returned to him, without interest, when construction contract is executed and satisfactory performance bond is delivered to the Owner.
- B. Should the successful bidder fail or refuse to execute the bond and the contract required within ten (10) days after he has received notice of the acceptance of his bid, he shall forfeit to the Owner, as liquidated damages for such failure to refuse, the security deposited with his bid.

7. SECURITY FOR FAITHFUL PERFORMANCE

- A. Pursuant to Section 107.170 RSMo., and simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred (100%) percent of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on bond forms and having a surety thereon such surety company or companies approved by the Owner and authorized to transact business in the State of Missouri.
- B. If the Contractor is a partnership, the bond shall be signed by all of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporation name by the duly authorized officer, agent or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract. Each executed bond shall be accompanied by (a) an appropriate acknowledgment of the respective parties, (b) an appropriate duly certified copy of Power-of-Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of the Contractor or surety, (c) a duly certified extract from the By-Laws or Resolutions of Surety under which Power-of-

Attorney or other certificate of authority of its agent, officer, or representative was issued, and (d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.

8. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, etc., along an adjacent to the easements and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, fences, 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. All costs for the repairs or replacement of public and private property for utilities damaged by the construction pertains shall be the responsibility of the Contractor.

9. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, and red lights and shall 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 signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction. Suitable warning signs shall be so placed and illuminated at night so as to show, in advance, where construction barricades or materials exist.

10. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, at all times, so conduct his 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 Public Works Director. No road or street shall be closed to the public except with the permission of the Public Works Director and proper governmental authority. Fire hydrants on or adjacent to the 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 Public Works Director and as permitted by law.

11. 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 his expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey benchmarks, reference points and stakes provided by the Owner.
- (2) Lands used by Contractor, except those lands furnished by the Owner.
- (3) Performance Bond.
- (4) Royalties.
- (5) Permits and Licenses, including a City of Arnold business license.

12. MATERIALS, APPLIANCES, UTILITIES, EMPLOYEES

Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, install and pay for material, devices, mechanisms, equipment, labor, water, heat, light, electric power, transportation services, applicable taxes of every nature, permit fees, and all other facilities necessary for the proper execution, completion and testing of the work and equipment.

13. INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

A. INSURANCE: The Contractor shall obtain and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the State of Missouri as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations and under this Contract. Any such insurance policy shall name the Owner as an additional named insured. The Contractor shall not commence work under this contract until he has 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 thirty (30) days written notice to the Owner of an intention to cancel. The amounts of such insurance shall be as indicated below:

(This certificate of insurance shall indicate the City of Arnold as additional insured and contain the appropriate signed endorsements as required by the City.)

- (1) Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by State where the work is located.

(2) Public Liability, Bodily Injury, and Property Damage:

- a. Injury or death of one person \$1,000,000
- b. Injury to more than one person
in a single accident \$2,000,000
- c. Property Damage \$1,000,000

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

- a. Injury or death of one person \$1,000,000
- b. Injury to more than one person
in a single accident \$2,000,000
- c. Property Damage \$1,000,000

(4) If the contractor maintains higher limits than the minimums required above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

(5) If the City determines appropriate a certificate of insurance must be filed with the City providing builders risk insurance for the proposed project.

B. INDEMNITY: The Contractor shall indemnify and save harmless City and its officers and agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it.

C. No provision of this agreement shall constitute a waiver of the City's right to assert a defense basis on sovereign immunity, official immunity of any other immunity available under law.

14. MEASUREMENTS AND PAYMENT

The Contractor may periodically submit, but not more than once each month, a request for payment for work done. The Contractor shall furnish the Public Works Director all reasonable documentation required for obtaining the necessary information relative to the progress and execution of work, including, but not limited to, certified weight tickets for all materials delivered and used on the job. The payment shall be based on the quantities actually completed, less five (5%) percent to be retained until final completion acceptance of the work and less previous payments. The Owner shall take action within thirty (30) days from the date of approval of a request for payment by the Public Works Director, all in accordance with the Prompt Payment Act (Section 34.057 RSMo.).

15. WAGES

The Contractor shall pay the prevailing wage rates for all labor as established by the State of Missouri for the Jefferson County area. In no case will less than minimum wage be paid to anyone working on the construction project. A partial copy of the prevailing wage law is included in the bid specifications. It will be necessary for the Contractor to submit an affidavit to the City to verify compliance with the law. The City also reserves the right to request the Contractor show proof of wage law compliance at any time during the project, all in accordance with the Prevailing Wage Law (Section 290.210 RSMo.). The contractor shall forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under this contract by the contractor or by any subcontractor.

16. NON-COLLUSION FORM

All bidders shall sign non-collusion form attached to the bid form, have same notarized, and returned with the bid form.

17. SUBCONTRACTORS

If the successful bidder intends to use a subcontractor(s) for any portion of the work, the successful bidder shall submit a written notice to the City and receive approval for use of the subcontractor(s) prior to commencing work.

18. FINAL PAY AFFIDAVIT

Upon completion of all work, the successful bidder shall submit a final pay affidavit, provided by the City and lien waivers for all work from all suppliers and subcontractors. The successful bidder shall also submit a certified copy of the payroll in accordance with the Prevailing Wage Rates and Missouri Work Authorization Affidavits for the period from the date the Notice to Proceed is issued through the completion of the project.

19. FEDERAL WORK AUTHORIZATION AFFIDAVIT

Pursuant to Section 285-530 RSMo., Contractor shall provide the City with a sworn Affidavit affirming its enrollment and participation in a Federal work authorization program.

20. SAFETY TRAINING AFFIDAVIT

Pursuant to Section 292.675 RSMo., Contractor and its subcontractors shall provide the City proof that all on-site project employees have completed a ten (10) hour course in OSHA approved construction safety and health training, such proof to be provided within 60 days of the date project work commences.

21. FAILURE TO PROVIDE SAFETY TRAINING

Pursuant to Section 292-675 RSMo., Contractor shall forfeit to the City, as a penalty, \$2,500 plus \$100 for each on-site employee of Contractor or its subcontractors, for each calendar day, or portion thereof, such on-site employee is employed without the safety training required under Section 20 above.

22. PROOF OF LAWFUL PRESENCE

Bidders on Public Works contracts are considered applicants for a public benefit and, therefore, the Contractor must comply with the laws of the State of Missouri. Affirmative proof of lawful presence can be established by the Contractor providing a copy of a Missouri driver's license, any document evidence recognized by the Department of Revenue, or any document issued by the Federal government that confirms lawful presence in the United States. A copy of such documentation shall accompany the Contractor's bid.

23. PURCHASE OF AMERICAN PRODUCTS

Section 34.353 RSMo., requires each contract made by a public agency for construction, alteration, repair or maintenance of any Public Works shall require any manufactured goods or commodities used or supplied in the performance of this project contract shall be manufactured or produced in the United States.

The Contractor shall provide the City with an affidavit to confirm compliance with Missouri law.

24. WASTE

Surplus street and sewer excavation and waste materials resulting from the work shall be disposed of in accordance with the St. Louis County or Jefferson County Waste Management Code. The Contractor shall comply with the following requirements in securing waste areas for disposal on non-contaminated earth and rock excavation.

- (1) The site shall not be in a flood plain.
- (2) Letters of permission and release are required from the affected property owner or owners.
- (3) Precautions shall be taken to insure that surface water or storm culvert drainage is not interrupted.
- (4) The waste disposal area shall be maintained in a proper manner and meet all the environmental requirements which may be applicable by the governing jurisdiction.
- (5) Erosion control measures shall be instituted as required.

The Contractor will be required to procure from the proper authorities all permits which may be required to haul over public or private streets and any hauling operations of Contractor shall be subject to the requirements of such permits and other applicable City regulations and ordinances.

25. MATERIAL BUYOUT

The Owner reserves the right to benefit from its tax-exempt status from Missouri sales tax by paying for some of the building materials and equipment direct. The Contractor shall cooperate fully to help the City realize this benefit. The Owner will let the Contractor know which materials and equipment it wishes to pay for directly and the Contractor shall credit the Owner's contract price a sum equal to the price paid for the subject material or equipment plus the full amount of the sales tax that would normally be due on the subject item. The City shall provide a Missouri Project Exemption Certificate upon request.

26. AMERICAN DISABILITIES ACT (ADA)

The Contractor shall comply with the current ADA requirements. (For ADA compliance consultation, refer to the Americans with Disabilities Act Accessibility Guidelines [ADAAG].) Relay Missouri phone number 1-800-735-2966 TDD; add a (v) behind your phone number.

27. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request, or finds discrepancies in, or omissions, he may submit to the City a written request for an interpretation or correction thereof.

Any interpretation or correction of the bid request document will be made only by Addendum duly issued by the City. It is the responsibility of all contractors to review www.arnoldmo.org for any addenda prior to submitting their responses. The City will not be responsible for any other explanation or interpretation of the Request.

28. SELECTION CRITERIA

Awards shall be determined by and be based upon the best proposal, which, in the discretion of the department head and/or City Council, is the proposal that most adequately meets the needs of the City, officer, department, or using agency at the lowest price. In determining the best proposal, in addition to price, the department head may consider:

- A. Quality, availability and functional or other suitability of the personal property, or contractual services to the particular use intended.

B. Other factors, including, but not limited to, the following:

- (1) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
- (8) The number and scope of conditions attached to the bid.

C. Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.

29. CONTRACT TIME:

This project shall be completed in 90 working days from the time the notice to proceed (NTP) is issued.

30. HOLD HARMLESS AGREEMENT:

Hold Harmless Agreement must be completed by the Contractor (form enclosed).

SPECIFICATIONS

The work and materials to be furnished shall conform to the following specifications which are to be used in conjunction with the current editions of the St. Louis & Jefferson County Standard Specifications for Highway Construction and, as applicable, the Missouri Standard Specifications for Highway Construction, the Manual Uniform Traffic Control Devices (MUTCD) & the Metropolitan St. Louis Sewer District. Any exceptions to these specifications must be noted in writing and included with the bid form.

1. The City of Arnold has approximately 79,699 square yards of asphalt overlay with varying milling depth and new compacted asphalt placement with estimated 1,800 square yards of asphalt pavement full depth removal and new compacted asphalt placement. The estimated full depth asphalt saw cutting is 1,000 feet. There is also some bridge approach asphalt wedge course paving estimated at 623 square yards. The estimated two foot wide concrete curb and gutter removal and replacement is estimated at 100 feet. See bid proposal form for bid quantities. NOTE: Some milling will occur on asphalt overlaid concrete street pavement with fabric membrane placement. Contractor should be aware of this condition. See alternate unit price for concrete street slab replacement.
2. Bituminous asphalt pavement shall meet the requirements as specified in St. Louis County's Highway Departments Specifications for highway Materials Sections 405 and 1015.

Type "X" and Type "C" asphalt mix shall be used or approved equal asphalt mix.

Portland Cement Concrete shall meet the strength requirements of the St. Louis County Department's specifications for a (6) six-sack mix. The rock aggregate shall meet graduation "A", "B", or "D" or approved equal.
3. All bids shall be net in place and finished price per square yard or linear foot or as otherwise noted. Contractor is responsible for all construction layout, surveying and stakeout.
4. The successful bidder will break out and dispose of the existing pavement in conformance with the Jefferson County & St. Louis County Waste Management Code, the Ordinances of the City of Arnold and applicable State laws. The Contractor shall inform the City in writing as to how waste materials will be disposed in a manner that conforms to applicable Federal, State and County law requirements.
5. Limestone Granular Fill shall be MoDOT Type 5 Aggregate Base or approved equal.

6. For Sub-base replacement 3 inch to 4 inch diameter crushed limestone granular material with fines is to be used to the depths specified or approved equal composition.
7. The Contractor shall locate all underground utility lines and shall adjust existing underground gas service, electric service, manhole frames, water and gas valves to grade, and shall be responsible for notifying and locating all utilities in the project areas prior to performing work. The Contractor is to notify the City of any utility conflicts which may affect the work prior to the work operations. The Contractor shall take all necessary precautions to prevent damage to pavements (driveway approaches, sidewalks, streets, etc.) adjoining the repair areas and will, at no cost to the City, be responsible for repairing any said damage.
8. The Contractor shall provide all necessary signage and barricades and maintain traffic control measures at all times. Contractor shall follow applicable articles of Sections 104.4 and 612 of the "St. Louis County Highway Departments Standard Specifications". A special lump sum pay item for this work is stated on the bid form. The Contractor, during the construction work, must maintain a minimum of one lane of traffic at all times for the area residents and for emergency service vehicles.
9. Weather: Street repair work shall not be attempted on rainy days or when ground is frozen or when the temperature is below 32 degrees Fahrenheit.
10. Should the Contractor fail to undertake the necessary backfill or other work related to public safety within the above stated time, the City reserves the right to use City forces or another Contractor to complete the backfill work and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material itself will be back charged at a rate of \$50 per cubic yard.

Allowances will be made for adverse weather conditions in accordance with item #16 of the Specifications.

11. Dewatering: Where water is found in the subgrade, the Contractor shall provide proper drainage by pumping the water out of the subgrade and adding cement to stabilize the subgrade or excavate the unstable subgrade and replace with compacted granular fill.
12. Cleaning of Streets: The Contractor shall clean the streets of all excess material periodically or as directed by the Public Works Director or his representative so that the material does not adhere to the paved surfaces or cause a nuisance. The Contractor shall use motorized equipment that does not leak fuel or oil onto the existing pavement or in excavated areas. Such equipment, if found on the job site, shall be replaced or repaired immediately.

Failure to clean the streets properly or undertake other public safety issues could lead to City forces undertaking the work and back charging the Contractor at prevailing wage rates.

13. Where the Contractor makes pavement removals, the exposed edges shall be saw cut straight to the full slab depth and the slab area replaced at no additional cost to the City. Where removal over breaks occur at residential driveways, the Contractor may be required to remove and replace driveway concrete or asphalt pavement to the first full joint or approved location. Contractor should exercise care at these locations.
14. Where existing sprinkler heads and lawn irrigation piping is found adjacent to replacement pavement areas, the Contractor shall, where directed by the City, hand excavate along those areas so as to protect the existing sprinkler systems from damage. This work shall be paid for on a per foot basis. The Contractor will be responsible to replace damaged or broken sprinkler systems as a result of the concrete replacement work.
15. When applicable, tree roots which have grown into the pavement subgrade area must be removed as part of the subgrade preparations. The tree roots are to be clean cut out of the way of the street slab area prior to the removal of the roots within the subgrade area.
16. Delays and Extension of Time: If the Contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other Contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any causes which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than ten (10) days before claim therefore is made in writing to the Public Works Director. In the case of a continuing cause of delay, only one (1) claim is necessary.

17. Where appropriate upon completion of the street repair work, at each individual location as appropriate, the Contractor shall within 3 days thereof, backfill with dirt, compact, seed and straw the disturbed area behind/along the edge of the replaced concrete and shall remove all forms, materials, trash and debris from that site. Grass seed shall be planted at a rate of 10 pounds per thousand square feet or 1.0 pound per 100 square feet. Seed mixture shall be 50% Kentucky Blue grass, 25% Perennial Rye and 25% Fescue. All backfill used must be free of debris, rock, wood, dirt clumps and other unsuitable material. If such material is found to be used, the Contractor will remove and replace at his own expense. Contractor will be expected to store

backfill and cover with a waterproof tarp to ensure a supply of dry earth backfill.

Should the Contractor fail to undertake the necessary backfill or other work related to public safety within the above stated time, the City reserves the right to use City forces or another Contractor to complete the backfill work and deduct the value of this work from the contract amount. All labor rates will be at the prevailing wage rates. The backfill material itself will be back charged at a rate of \$50 per cubic yard. Allowances will be made for adverse weather conditions in accordance with Section 16 of the Specifications.

18. Upon completion of the asphalt pavement repair, the Contractor shall seal all joints and saw cuts in and immediately around the street replacement areas with hot pour elastic type joint sealer or other approved joint material. Contractor is to sand joints after placing joint material to prevent tracking or by some other approved method.
19. The schedule for undertaking the milling, saw cutting, excavation, and paving of designated asphalt pavement or asphalt overlaid concrete will be a proposed by the contractor and approved by the Public Works Director or his designated representative. In no case are repair areas to be left open more than twenty-four (24) hours, unless approval has been given by the Public Works Director or his representative. Contractor provides temporary rock access drives through the pavement repair areas to all driveways as may be needed.
20. The Contractor shall provide all necessary signage and barricades and maintain traffic control measures at all times. Contractor shall follow applicable articles of the "Standard Specifications". A special lump sum pay item for this work is stated on the bid form.
21. Dewatering: Where water is found in the subgrade, the Contractor shall provide proper drainage by pumping the water out of the subgrade and adding cement to stabilize the subgrade or excavate the unstable subgrade and replace with compacted granular fill.
22. Cleaning of Streets & Sidewalks: The Contractor shall clean the streets of all excess material periodically or as directed by the Public Works Director or his representative so that the material does not adhere to the paved surfaces or cause a nuisance. The Contractor shall use motorized equipment that does not leak fuel or oil onto the existing pavement or in excavated areas. Such equipment, if found on the job site, shall be replaced or repaired immediately. Failure to clean the streets properly or undertake other public safety issues could lead to City forces undertaking the work and back-charging the Contractor at prevailing wage rates.

23. Vandalism: The Contractor shall be responsible for protecting the asphalt pavement surface from vandalism and shall repair or replace any repair area that is vandalized at no additional cost to the City.

24. Asphalt Pavement areas to be repaired:

- A. Contractor shall have a pavement milling machine capable of milling depths from 2 inch to 4 inch depth. Some repair locations are asphalt overlaid concrete pavement. Some designated areas will only require a 2 inch mill depth while others will require a 4 inch depth milling. All millings shall be removed, swept, tack coat applied, with new compacted 2 inch depth or 4 inch depth Type "C" asphalt mix placed meeting the existing pavement slope line grades. Most street milling will be pavement edge milling four (4) feet to six (6) feet in width with a five (5) feet average. Full street milling may be directed by City staff. There will be some butt joint milling required.

Where existing asphalt pavement is found to be settled, alligatored, broken or deemed sub-base failed shall be perimeter saw cut to the full existing asphalt pavement depth and replaced as follows:

Method I – saw cut, excavate, remove, dispose of failed pavement area to a depth of 12 inches, compact sub-grade, place 4 inch depth of compacted Type 5 crush rock aggregate, followed by a 6 inch depth of compacted Type "X" asphalt mix and followed by a 2 inch compacted depth of Type "C" asphalt wearing surface. See bid item No. 3.

Method II – saw cut, excavate, remove, dispose of pavement area to a depth of 18 inches, compact sub-grade, place a compacted graded depth of 10 inch thickness of 3 inch to 4 inch crushed limestone base with fines (or approved equal), followed by a compacted 6 inch depth of Type "X" asphalt mix followed by a 2 inch compacted depth of Type "C" asphalt wearing surface. See bid item No. 4.

Method III – See bid alternate.

NOTE: Some pavement repair areas are located on streets with high traffic flow day and night. Contractor's bid prices should reflect only undertaking those areas when they can do the complete repair in the working day to allow for unrestricted traffic flow after normal work hours-unless an alternate plan of pavement repair action is approved by the Public Works Director or his authorized representative. Again, contractor unit prices should reflect this requirement.

- B. Areas to be replaced are shown on the following attached list. The City reserves the right to add or delete any portion of any item of the asphalt pavement repair scope of work.
 - C. Areas to be replaced will be marked by the City. However, the Contractor is to get verification from the Public Works Director or his representative before starting the work.
 - D. Upon award of contract, a determination of priorities will be established and a “not-to-exceed” amount of material to be used determined. The “not-to-exceed” amount will be set out in a resolution adopted by the City Council. Bid unit prices may vary work scope as determined by the City.
 - E. After each day’s work, the City inspector and the Contractor’s field superintendent shall field measure all completed repair areas and shall agree and sign the written totals with a copy of each daily total kept by each party. The Contractor shall submit a copy of the field measurement along with their invoice.
- 25. All saw cutting of asphalt pavement repair areas shall be paid at the listed unit price basis per foot.
 - 26. Type “C” asphalt wedge course will be applied at each approach to the Tenbrook Road Bridge over the Pomme Creek.
 - 27. Street Striping and Pavement Markings where encountered existing street striping removal as a result of asphalt street pavement repair shall be re-stripped by the contractor. Yellow color shall closely match color chip 33538 of Federal Standard 595b or approved equal. White paint shall match color chip 37925 of Federal Standard 595b or approved equal. Paint shall be Standard Acrylic Waterborne Pavement Marking Paint.

Paving Marking Tape and Temporary Raised Pavement Markings (TRPM) can be used until permanent striping can occur where necessary. Acceptable tape and markings per Swarco Industries, 3M, Grainger or approved equal.

Contractor should review all listed asphalt pavement repair areas to be aware of all possible pavement markings that will need be temporarily provided and permanently replaced.

Payment shall be made per the bid item lump sum price.

- 28. All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work or to arrange an appointment to review the work locations should be directed to Ed Blattner,

P.E., Public Works Director of Charlie Allen, Street Superintendent at 636-282-2386.

29. NO ADDITIONAL CHARGE ITEMS: There shall be no additional charge to the City for the Contractor to provide labor, equipment and materials for:
- a. Landfill fees/ Contractor Mobilization / Layout
 - b. Dewater subgrades and protect work from rain and flood damage.
 - c. Clean streets and Public Safety concerns, see bid Item #7.
 - d. Backfill, compact, seed and straw all disturbed areas and stockpile storage of dry dirt unless otherwise provided on the bid form.
 - e. Seal all construction joints and sawcuts at the repaired areas.
 - f. Contractor's damage (if any) to pavements adjoining the designated repair areas, including residential driveways.
 - g. 48 hour minimum written notification to property owners whose driveways will be cut off by pavement repair, and providing temporary rock access drives through the disturbed areas to the residential driveways. Notice shall be posted on their front door and garage door.
 - h. Replacement of vandalized repair areas or contractor caused over breaks. All necessary saw cutting required shall be per the unit price/ft.
 - i. Protect property owners' mailboxes and repair or replace to the homeowners satisfaction if damaged during the work.
 - j. Protect owner's flowers, trees shrubs and sprinkler heads which abut pavement, replacement areas and repair or replace such damaged items as required.
 - k. Clean cutting tree roots in the way of pavement repair work.
 - l. All other miscellaneous work as necessary to provide a complete and satisfactory job.
 - m. Any and all necessary permits and licenses

The contractor will be given an area in the Public Works Facility for equipment and material storage during the project construction if needed. The Public Works Department's normal business hours are 7:00 a.m. to 3:30 p.m. Monday thru Friday.

The City reserves the right to add or delete work locations.

Contract time for project completion will be 90 working days from the date the notice to proceed (NTP) is issued.

30. **NOTE:** Failure by the Contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back-charging the Contractor at prevailing wage rates.

Asphalt Street Replacement and Repair Work Area Listing – Phase A

(Includes asphalt overlaid concrete pavement & A/C)

SC= saw cut

MD= Milling Depth in inches

W= Wedge Course

PRM= Pavement Removal Method

Street Location	Approx Length (ft)	Approx Width (ft)	Estimated Overlay Area (sy)	Estimated Mill Area (sy)	Comments
Glatt	2,700	20	6,000	3,000	
Orchard	700	16	1,250	800	
E. Highview	1,480	20	3,300	470	
Janet	416	20	930	350	
Peach	300	20	700	350	
Oak	300	20	700	350	
Valmont	1,635	20	3,650	1,820	
Briarwood Manor/ Bradford Lane	2,204	26	6,400	2,500	A/C
Engle	2,000	20	4,500	2,300	
Ridgeway	910	20	2,100	1,100	
Dixon	1,220	20	2,700	1,350	
Fairview	470	24	1,300	530	A/C
Clearview	470	24	1,300	530	
David	150	20	350	170	
Don Ron	268	20	596	300	
Harlene	270	20	600	300	
Trails End	300	18	600	350	
Key West	2,325	20	5,200	2,580	A/C
Key Largo	190	20	450	220	A/C
Indian Rock	190	20	450	220	A/C
Pensicola	180	20	400	200	A/C
Petersburg	190	20	450	200	A/C
Madison	1,440	26	4,160	1,600	A/C
Mt. Vernon	1,490	26	4,300	1,700	A/C
Florida	510	20	1,350	570	A/C
Arnold Tenbrook (portion)	1,500	21	3,500	1,700	(See special note)
Virginia connection	1,025	20	2,280	1,140	
Cypress	625	16	1,110	700	
Alice	710	24	1,890	800	A/C
Georgia	650	24	1,750	700	A/C
Deborah	850	24	2,270	950	A/C
Longview	800	16	1,420	900	
Esther (Tenbrook)	1,000	26	2,890	1,110	
Lakeview Crossing	730	23	1,870	810	
Tenbrook Bridge Approach			623	180	Bridge Approach (two)
Vera	1,170	20	2,600	1,300	
Washington	1,300	26	3,760	1,450	A/C
Total			79,699		

Special Note: The section of Arnold Tenbrook Road from the four way stop to the Manufacturers Drive intersection is heavily traveled with site distance and curve issues. Contractor may want to consider Saturday or night paving on this section of roadway and review this location so they are fully familiar with the traffic flow conditions. Any special traffic control costs that may be required should be included in bid item No. 9.

Hold Harmless Agreement

To the fullest extent permitted by law, _____, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **ASPHALT STREET REPLACEMENT AND REPAIR PROJECT- PHASE A**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insured as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage.

CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

CONTRACTOR

DATE

ATTACHMENT A
 BID PROPOSAL FORM
 CITY OF ARNOLD, MISSOURI
 ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A

TO: CITY OF ARNOLD
 ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated _____, 2017 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **ASPHALT STREET REPLACEMENT AND REPAIR PROJECT – PHASE A** as all required by and in strict conformance with the Bid Specifications and addenda No. _____ to _____ inclusive at the unit & lump sum prices listed herein.

UNIT PRICES

Item No. 1 Edge Mill (mill price separate Item No. 3) designated asphalt pavement to a depth of 2 inches, clean area of millings, tack coat, place 2 inches of compacted Type “C” asphalt mix to meet all existing pavement surface grades.

(\$ _____) X 45,569 sq. yds.* = \$ _____

Item No. 2 Edge Mill (mill price separate Item No. 3) designated asphalt overlaid concrete streets to a depth of 2 inches, clean area of millings, tack coat, place 2 inches of compacted Type “C” asphalt mix to meet all existing pavement surface grades.

(\$ _____) X 34,130 sq. yds.* = \$ _____

Item No. 3 Existing asphalt pavement and asphalt overlaid concrete pavement 2 inch depth edge milling at five feet width with all millings removed and disposed of. This unit price will be used for all butt joint milling as required.

(\$ _____) X 35,600 sq. yds.* = \$ _____

Item No. 4 Mill designated asphalt pavement to a depth of 4 inches, clean area of millings, tack coat, place 4 inches of compacted Type “C” asphalt mix to meet all existing pavement surface grades.

(\$ _____) X 1,200 sq. yds.* = \$ _____

roadway and review this location so they are fully familiar with the traffic flow conditions. Any special traffic control costs that may be required should be included in bid item No. 9.

Item No. 10 Application of Type "C" asphalt wedge course for the Tenbrook Road bridge over Pomme Creek at both approaches estimated 623 square yards of overlay pavement at varying depth but estimated averaged area depth of three inches. (North end 60' x 40' & South end 80' x 40') with 180 square yards of butt joint milling all work included in the unit bid price.

(\$ _____) X 623 sq. yds.* = \$ _____

Item No. 11 Saw cut, breakout, excavate, dispose, form and pour two feet wide rolled curb and gutter section with six (6) sack design concrete mix to meet existing curb line grades and existing street profiles.

(\$ _____) X 100 ft.* = \$ _____

TOTAL (Items 1 thru 11) = \$ _____

* All quantities stated above may vary. Payment will be made on actual measures completed. The City reserves the right to add to or delete the quantities as stated.

BID ALTERNATE UNIT PRICES

- A. Hand excavation for possible yard sprinklers and irrigation systems as authorized by the City if needed. \$ _____ / Lineal Feet

- B. Saw Cut, excavate, remove, dispose of existing concrete street pavement slab, to a depth of 12 inches, compact existing subgrade, place 4" depth of crushed rock, pour new 6 inch depth 6 sack concrete street slab mix, a concrete roller tamp finished with three days of curing, followed by a 2 inch compacted Type "C" asphalt wearing surface. \$ _____ / Square Yard

- C. Method III – Saw Cut, excavate, remove, dispose failed pavement area to a depth of 18 inches below existing street surface, compact subgrade, place a 4 inch depth of compacted Type 5 rock base, followed by a 12 inch depth of 6 sack concrete street slab mix with a roller tamp finish with three (3) day curing followed by a 2 inch compacted "C" asphalt. \$ _____/Sq.yd. wearing surface

- D. Contractor Voluntary Bid Alternates, if any, including any required asphalt material escalator cost factor.

STATE OF MISSOURI)
) ss
COUNTY OF _____)

FINAL PAY AFFIDAVIT

Know all men by those present that _____,
(OFFICER'S NAME)
of lawful age, being duly sworn upon his oath deposes and says that he _____
(TITLE)
of the _____,
(COMPANY'S NAME), the Contractor engaged in the
construction and improvement of the **Asphalt Street Replacement and Repair Project-Phase
A** and that no supplies and/or subcontractors have been used for such construction except those
previously approved by the City of Arnold, that all bills for labor and material incident to said
project have been paid, that the laws relating to payment of prevailing wage rates have been
complied with, that the said project is therefore free from all liens and encumbrances, and all
amounts owing contractor have been paid in full. All lien waivers from the contractor and
subcontractors are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this _____
day of _____, 20____.

(FIRM NAME)

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

NON-COLLUSION FORM

_____ being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
 - a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

Affidavit of Work Authorization

Comes now _____ (name) as _____ (office held) first being duly sworn, on my oath, affirm _____ (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the **Asphalt Street Replacement and Repair Project-Phase A** for the duration of the contract, if awarded in accordance with RSMo. Chapter 285.530 (2).

I also affirm that _____ (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the **Asphalt Street Replacement and Repair Project-Phase A** for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature

Printed Name

Title

Date

Subscribed and sworn before me the _____ day of _____. I am commissioned as a notary public within the county of _____. State of _____, and my commission expires on _____.

Signature of notary

Date

NAME OF BUSINESS _____

(If an individual)
SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-partnership)
FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)
CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Contractor is to provide at least three (3) references (Names and Telephone Numbers)

Name Phone Number

Name Phone Number

Name Phone Number

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ___ day of _____, by and between _____ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the **Asphalt Street Replacement and Repair Project-Phase A** in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

Work on the **Asphalt Street Replacement and Repair Project-Phase A** must begin on _____ and shall be carried on at a rate to secure its full completion by _____. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

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, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. 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 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 Public Works Director, 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.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total cost as shown on November 21, 2017 (date) bid of \$ _____ attached hereto as Attachment "A".

Work covered under these criteria shall consist of all material, labor, equipment and services necessary for the **Asphalt Street Replacement and Repair Project-Phase A**.

Quantities may be added or deleted at any time during the contact. This contract is based on a quantity at a unit cost. The unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

- 285.530 RSMo. Work Authorization
- 292.675 RSMo. OSHA Training.
- RSMo. 34.353 et seq. American Products.
- 290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. _____, _____, and _____, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: _____
Contractor Address:

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title _____

By: _____
Tammi Casey, City Clerk

By: _____
Signature

Date

Title

(SEAL)

Date

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney