SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT NO. 33096

Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction

Jefferson City Department of Public Works

October, 2026

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(* *INDICATES THIS ITEM INCLUDED IN BID PACKET FOR SUBMISSION OF BID)*

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Purchasing Agent, 320 East McCarty Street, Jefferson City, Missouri 65101, until **1:30 P.M., on Tuesday, November 3, 2026.** The bids will be opened and read aloud in the Council Chambers at **1:30 P.M.** on that same day.

The proposed work for the project entitled **"Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction"** will include the furnishing of all material, labor, and equipment to reconstruct stormwater infrastructure including inlets, piping, and pavement. The work will also include pipe abandonment, grading, erosion control, rip rap, surface restoration, and other ancillary work.

A **pre-bid conference** will be held at **11:00 A.M.,** on **Tuesday, October 27, 2026** in the **Thomas Jefferson Confrence Room** of City Hall, 320 E, McCarty Street, Jefferson City, MO 65101. All prospective bidders are urged to attend.

Plans may be obtained electronically, at no cost, at the following site: https://jeffersoncitymo.bonfirehub.com. Alternatively, paper copies of the plans and specifications may be obtained for a non-refundable deposit of **Thirty Five Dollars ($35.00)** from the Director of Public Works, 320 East McCarty Street, Jefferson City, Missouri.

The contract will require compliance with the wage and labor requirements and the payment of minimum wages in accordance with the Schedule of Wage Rates established by the Missouri Division of Labor Standards.

The City reserves the right to reject any and all bids and to waive informalities therein, to determine which is the lowest and best bid and to approve the bond.

Any questions that arise as a result of this advertisement should be directed to the City of Jefferson Department of Public Works at (573) 634-6410.

Individuals should contact the ADA Coordinator at (573) 634-6570 to request accommodations or alternative formats as required under the Americans with Disabilities Act. Please allow 3 business days to process the request.

CITY OF JEFFERSON

Megan Stephenson
Purchasing Agent

Publication Date Sunday, October 18, 2026

NOTICE TO BIDDERS

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All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the Director of Public Works, Jefferson City, Missouri.

Plans may be obtained electronically, at no cost, at the following site: https://jeffersoncitymo.bonfirehub.com. Alternatively, paper copies of the plans and specifications may be obtained for a non-refundable deposit of **Thirty Five Dollars ($35.00)** from the Director of Public Works, 320 East McCarty Street, Jefferson City, Missouri.

A certified check on a solvent bank or a bid bond by a satisfactory surety in an amount equal to five (5) percent of the total amount of the bid must accompany each proposal.

A one-year Performance and Guarantee Bond is required.

The owner reserves the right to reject any or all bids and to waive informalities therein to determine which is the lowest and best bid and to approve the bond.

CITY OF JEFFERSON, MISSOURI

Kyle Bruemmer, P. E.
Director of Public Works

INFORMATION FOR BIDDERS

IB-1 SCOPE OF WORK

The work to be done under this contract includes the furnishing of all technical personnel, labor, materials, and equipment required to perform the work included in the project entitled **"Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction"** in accordance with the plans and specifications on file with the Department of Public Works.

The proposed work for this project will include the furnishing of all material, labor, and equipment to reconstruct stormwater infrastructure including inlets, piping, and pavement. The work will also include pipe abandonment, grading, erosion control, rip rap, surface restoration, and other ancillary work.

IB-2 INSPECTION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The bidder is required to examine carefully the site of the proposed work, the bid, plans, specifications, supplemental specifications, special provisions, and contract documents before submitting a bid. Failure to do so will not relieve a successful bidder of the obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

IB-3 INTERPRETATION OF CONTRACT DOCUMENTS

If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project, he shall request in writing, at least five (5) days prior to the date fixed for the bid opening, that an interpretation be made and an addendum be issued by the City, which shall then be delivered to all bidders to whom Plans and Specifications have been issued. All addenda issued shall become part of the contract documents. Failure to have requested an addendum covering any questions affecting the interpretation of the Plans and Specifications shall not relieve the Contractor from delivering the completed project in accordance with the intent of the Plans and Specifications to provide a workable project.

IB-4 QUALIFICATIONS OF BIDDERS

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

IB-5 EQUIVALENT MATERIAL

Wherever definite reference is made in these Specifications to the use of any particular material or equipment, it is to be understood that any equivalent material or equipment may be used which will perform adequately the duties imposed by the general design, subject to the approval of the City.

IB-6 BID SECURITY

Each bid must be accompanied by a certified check or bid bond made payable to the City of Jefferson for five percent (5%) of the amount of the bid. Bid securities will be returned after award of the contract except to the successful bidder.

Should the successful bidder fail or refuse to execute the bond and the contract required within seven (7) days after he has received notice of acceptance of his bid, he shall forfeit to the City as liquidated damages for such failure or refusal, the security deposited with his bid.

IB-7 PREPARATION OF BIDS

Bids must be made upon the prescribed forms attached in these Contract Documents. Only sealed bids will be considered, all bids otherwise submitted will be rejected as irregular.

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

Extensions of quantities and unit prices shall be carried out to the penny.

IB-8 PRICES

The price submitted for each item of the work shall include all costs of whatever nature involved in its construction, complete in place, as described in the Plans and Specifications.

Section 144.062 RSMo provides that the City's sales tax exemption may be used for the purchase of goods and materials for this project. The contract for the project will authorize and direct the Contractor to utilize the City's sales tax exemption in the purchase of goods and materials for the project. This provision shall apply to only those purchases totaling over $500 from an individual supplier.

All sales taxes on those items which do not qualify for the use of the City's sales tax exemption and for which sales tax might lawfully be assessed against the City are to be paid by the Contractor from the monies obtained in satisfaction of the Contract. It being understood by the bidder, that the bid prices submitted for those items shall include the cost of such taxes.

IB-9 APPROXIMATE QUANTITIES

In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the successful Contractor. The quantities stated on which unit prices are so invited are approximate only and each bidder shall make his own estimate from the plans of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bid. Such estimated quantities, while made from the best information available, are approximate only. Payment of the Contract will be based on actual number of units installed on the complete work.

IB-10 LUMP SUM ITEMS

Payment for each lump sum item shall be at the lump sum bid for the item, complete in place, and shall include the costs of all labor, materials, tools and equipment to construct the item as described herein and to the limits shown on the Plans.

IB-11 SUBMISSION OF BIDS

The Bid and the Bid Security guaranteeing the same shall be placed in a sealed envelope and marked **"Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction"**, or bids may be submitted electronically through the Bonfirehub site.

IB-12 ALTERNATE BIDS

In making the award, if alternate bids have been requested, the alternate bid which will be in the best interest of the City will be used.

IB-13 WITHDRAWAL OF BIDS

If a bidder wishes to withdraw his bid, he may do so before the time fixed for the opening, without prejudice to himself. No bidder may withdraw his bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids.

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

IB-14 RIGHT TO REJECT BIDS

The City reserves the right to reject any or all bids, to waive any informality in the bids received, or to accept the bid or bids that in its judgement will be in the best interests of the City of Jefferson.

IB-15 AWARD OF CONTRACT

If, within seven (7) days after he has received notice of acceptance of his bid, the successful bidder or bidders shall refuse or neglect to come to the office of the Director of Public Works and to execute the Contract and to furnish the required Performance and Payment Bonds and Insurance, properly signed by the Contractor and the Surety and Sureties satisfactory to the City of Jefferson as hereinafter provided, the bidder or bidders shall be deemed to be in default and shall forfeit the deposit.

IB-16 PERFORMANCE AND PAYMENT BOND

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

The issuing Surety shall be a corporate Surety Company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the City of Jefferson.

IB-17 INDEMNIFICATION AND INSURANCE

The Contractor agrees to defend, indemnify and hold harmless the City from all claims and suits for loss of or damage to property, including loss of all judgments recovered therefore, and from all expense in defending said claims, or suits, including court costs, attorney fees and other expense caused by any act or omission of the Contractor and/or his subcontractors, their respective agents, servants or employees.

The Contractor shall be required to provide the City of Jefferson with a Certificate of Insurance outlining the coverage provided.

IB-18 BID SECURITY RETURNED TO SUCCESSFUL BIDDER

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

IB-19 NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this bid will obligate the Contractor and subcontractors not to discriminate in employment practices.

IB-20 PREVAILING WAGE LAW

The principal contractor and all subcontractors shall pay not less than the prevailing wage hourly rate for each craft or type of workman required to execute this contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.210 through 290.340 inclusive of the Revised Statutes of Missouri, 1994 as amended. (See Determination included herewith.)

IB-21 GUARANTEE

The Contractor shall guarantee that the equipment, materials and workmanship furnished under this contract will be as specified and will be free from defects for a period of one year from the date of final acceptance. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Within the guarantee period and upon notification of the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the City become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts or correction of abnormalities shall be paid by the Contractor or by his surety under the terms of the Bond.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of installation thereof.

If within ten days after the City gives the Contractor notice of defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments itself or order the work to be done by a third party, the costs of the work to be

paid by the Contractor.
In the event of an emergency where, in the judgment of the City delays would cause serious loss or damage, repairs or adjustments may be made by the City or a third party chosen by the City without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor or by his surety under the terms of the Bond.

IB-22 WORK SCHEDULE

To insure that the work will proceed continuously through the succeeding operations to its completion with the least possible interference to traffic and inconvenience to the public, the Contractor shall, at the request of the City, submit for approval a complete schedule of his proposed construction procedure, stating the sequence in which various operations of work are to be performed.

IB-23 CONTRACT TIME

The contract time shall be **80 working days**.

IB-24 LIQUIDATED DAMAGES

Liquidated damages shall be assessed at the rate of **Five Hundred Dollars ($500.00)** per calendar day until the work is complete, should the project not be completed within the contract time.

IB-25 POWER OF ATTORNEY

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

IB-26 QUESTION PERIOD

All questions concerning the project must be submitted five days prior to the bid opening. Answers to the submitted questions, minutes from the Pre-Bid Meeting, and other relevant information or corrections will then be issued as an addendum to this agreement.

IB-27 BID PACKET

Each bid must be submitted on the prescribed forms and contain certain certifications and documentation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is being submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as follows:

Purchasing Agent
City of Jefferson, MO
320 E. McCarty Street
Jefferson City, MO 65101

For the convenience of bidding this project, a **"BID PACKET"** has been included with the project manual. This packet contains the necessary forms to be submitted with the bid proposal. The contents of this packet include the following:

1) BID FORM
2) BID BOND
3) ANTI-COLLUSION STATEMENT
4) CONTRACTOR'S AFFIDAVIT
5) MINORITY BUSINESS UTILIZATION AGREEMENT

END OF INFORMATION FOR BIDDERS

BID FORM

Name of
Bidder_____

Address of Bidder_____

To: **CITY OF JEFFERSON**
320 East McCarty Street
Jefferson City, Missouri 65101

THE UNDERSIGNED BIDDER, having examined the plans, specifications, regulations of the Contract, Special Conditions, other proposed contract documents and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature and extent of the excavations to be made and the type, character, and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and flood water; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSED to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated, required by, and in accordance with the proposed contract documents and the drawings, specifications, and other documents referred to therein (as altered, amended, or modified by addenda) in the manner and time prescribed and that he will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the specifications and he understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for needs that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

CITY OF JEFFERSON
ITEMIZED BID FORM
JENNIFER, FAIRMONT, AND CEDERBROOKE STORMWATER RECONSTRUCTION
PROJECT NO. 33096

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1		
2	Traffic Control, Jennifer Drive	LS	1		
3	Traffic Control, Cedarbrooke Drive	LS	1		
4	Traffic Control, Fairmount Boulevard	LS	1		
5	Inlet Protection	EA	4		
6	Silt Fence	LF	250		
7	Sediment Log	LF	65		
8	Temporary Seeding and Mulching	AC	0.45		
9	Construction Staking	LS	1		
10	Clearing and Grubbing	LS	1		
11	Removals	LS	1		
12	Remove and Reinstall Basketball Goal	LS	1		
13	Earthwork	LS	1		
14	Rock Excavation	CY	10		
15	Temporary Shoring, 2638 Jennifer Drive	LF	35		
16	4'x3' Type A Inlet	EA	1		
17	6'x3' Type A Inlet	EA	2		
18	4'x4' Junction Box or 4' Dia. Manhole	EA	9		
19	18" Dia. HP Dual Wall Pipe	LF	163		
20	24" Dia. HP Dual Wall Pipe	LF	111		
21	30" Dia. HP Dual Wall Pipe	LF	245		
22	24" Dia. Reinforced Concrete Pipe	LF	34		
23	30" Dia. Reinforced Concrete Pipe	LF	58		
24	Pipe Anchors	EA	16		
25	18" Dia. Flared End Section	EA	1		

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
26	24" Dia. Flared End Section	EA	1		
27	30" Dia Flared End Section	EA	2		
28	Rip Rap	TON	102		
29	Subgrade Stabilization	TON	20		
30	4" Thick Concrete Sidewalk	SY	11		
31	3" Thick Compacted Stone Base	SY	267		
32	Type A Curb and Gutter	LF	105		
33	8" Thick PCC Pavement	SY	238		
34	6" Thick PCC Residential Driveway	SY	138		
35	6" Thick PCC Residential Drive Approach	SY	25		
36	Irrigation System Repair	LS	1		
37	Permanent Seeding and Mulching	AC	0.5		
38	Erosion Control Blanket	SY	206		
39	Grass Sod	SY	782		
		TOTAL BASE BID			
	ALTERNATE A -				
A1	Pipe Abandonment, Cellular Concrete Fill	CY	51		
		TOTAL ALTERNATE A			
	ALTERNATE B -				
B1	Pipe Abandonment, Cementitious Grout Fill	CY	51		
		TOTAL ALTERNATE B			

Signature of Bidder

Date

SUBCONTRACTORS

If the Bidder intends to use any subcontractors in the course of the construction, he shall list them.

_____

_____

TIME OF COMPLETION

The undersigned hereby agrees to complete the project within **80 working days**, subject to the stipulations of the regulations of the Contract and the Special Provisions.

It is understood and agreed that if this bid is accepted, the prices quoted above include all applicable state taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the bid as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this bid or in the Contract to be entered into; and this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should he fail or refuse to execute the Contract or furnish Bond as called for in the specifications within the time provided.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a Contract in the form of Contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

_____

It is understood and agreed that this bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of _____
_____ ($_____)
Dollars (cashier's check), make payable to the **City of Jefferson.**

Signature of Bidder:

If an individual,_____, doing business

as_____.

If a partnership,_____, member of firm.

by_____.

If corporation,_____

by _____.

Title _____

SEAL

Business Address of Bidder_____

_____

If Bidder is a corporation, supply the following information:

State in which incorporated_____

Name and Address of its:

President _____

_____

Secretary _____

_____

Date_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____as Principal, and_____as Surety, are hereby held and firmly bound unto the **CITY OF JEFFERSON, MISSOURI** , as owner, in the penal sum of_____for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, this_____day of_____, 20 ____.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF JEFFERSON, MISSOURI a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the project entitled:

"Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

By:_____

SEAL

_____
Surety

By: _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____ of
TITLE OF PERSON SIGNING

_____
NAME OF BIDDER

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

(BY)_____

(BY)_____

Sworn to before me this _____day of _____, 20 ___.

_____
NOTARY PUBLIC

My commission expires:_____

CONTRACTOR'S AFFIDAVIT

This affidavit is hereby made a part of the Bid, and an executed copy thereof shall accompany each Bid submitted.

STATE OF _____)
) ss
COUNTY OF _____)

The undersigned, _____,

of lawful age, being first duly sworn states upon oath that he is

_____ of

_____

the contractor submitting the attached bid, that he knows of his own knowledge and states it to be a fact that neither said bid nor the computation upon which it is based include any amount of monies, estimate or allowance representing wages, moneys or expenses, however designated, proposed to be paid to persons who are not required to furnish material or actually perform services upon or as a part of the proposed project.

_____
AFFIANT

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid, this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:_____

MINORITY BUSINESS ENTERPRISE STATEMENT

Contractors bidding on City contracts shall take the following affirmative steps to assure that small, women owned, and minority business are utilized when possible as sources of suppliers, services, and construction items.

1. Contractor's will submit the names and other information if any, about their MBE sub-contractors along with their bid submissions.

2. Sufficient and reasonable efforts will be made to use qualified MBE sub-contractors when possible on City contracts.

3. Qualified small, women owned, and minority business will be included on solicitation lists as sub-contractors for City supplies, services, and construction.

4. Qualified small, women owned, and minority business **will be solicited** whenever they are potential sources.

5. When economically feasible, Contractors will divide total requirements into smaller tasks or quantities so as to permit maximum small, women owned, and minority business participation.

6. Where the requirement permits, Contractor will establish delivery schedules which will encourage participation by small, women owned and minority businesses.

7. Contractor will use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise, and the Community Services Administration.

8. Forms for determining Minority Business Enterprise eligibility may be obtained from the Department of Public Works.

MINORITY BUSINESS UTILIZATION AGREEMENT

A. The bidder agrees to attempt to expend at least two and twelve hundredths percent (2.12)% of the contract, if awarded, for Minority Business Enterprise (MBE). For purposes of this goal, the term "Minority Business Enterprise" shall mean a business:

1. Which is at least 51 percent owned by one or more minorities or women, or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

2. Whose management and daily business operations are controlled by one or more such individuals.

"Minority Group Member" or "Minority" means a person who is a citizen or lawful permanent resident of the United States, and who is:

1. Black (a person having origins in any of the black racial groups of Africa);

2. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Island, regardless of race);

3. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands);

4. American Indians and Alaskan Native (a person having origins in any of the original peoples of North America);

5. Member of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended [15 U.S.C. 637(a)].

6. A female person who requests to be considered as an MBE, and who "owns" and "controls" a business as defined herein.

Minority Business Enterprises may be employed as contractors, subcontractors, or suppliers.

B. The bidder must indicate the Minority Business Enterprise(s) proposed for utilization as part of this contract as follows:

Name and Addresses of Minority Firms	Nature of Participation	Dollar Value of Participation
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount:_____ Total: _____

Percentage of Minority Enterprise Participation:_____%

C. The bidder agrees to certify that the minority firm(s) engaged to provide materials or services in the completion of this project: (a) is a bona fide Minority Business Enterprise; and (b) has executed a binding contract to provide specific materials or services for a specific dollar amount.

A roster of bona fide Minority Business Enterprise firms will be furnished by the City of Jefferson. The bidder will provide written notice to the Liaison Officer of the City of Jefferson indicating the Minority Business Enterprise(s) it intends to use in conjunction with this contract. This written notice is due five days after notification to the lowest bidder.

Certification that the Minority Business Enterprise(s) has executed a binding contract with the bidder for materials or services should be provided to the MBE Coordinator at the time the bidder's contract is submitted to the MBE Coordinator.

D. The undersigned hereby certified that he or she has read the terms of this agreement and is authorized to bind the bidder to the agreement herein set forth.

_____
NAME OF AUTHORIZED OFFICER

DATE _____ _____
SIGNATURE OF AUTHORIZED OFFICER

AFFIDAVIT

COMPLIANCE WITH PREVAILING

WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally came and appeared

_____, _____
NAME POSITION

of the_____
NAME OF COMPANY

(A corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with **Annual Wage Order No. 33, Section 026, Cole County** in carrying out the contract and work in connection with **Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction** located at Jefferson City in Cole County, Missouri, and completed on the _____ day of _____, 20___.

_____
SIGNATURE

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

_____
NOTARY PUBLIC

My commission expires: _____

STATE OF MISSOURI)
) ss
COUNTY OF_____)

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 026
COLE 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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

Prepared by Missouri Department of Labor and Industrial Relations

COLE COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$61.67
Boilermaker	$33.76*
Bricklayer - Stone Mason	$56.40
Carpenter	$58.06
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	$51.32
Plasterer	
Communication Technician	$64.69
Electrician (Inside Wireman)	$64.92
Electrician (Outside Lineman)	$33.76*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	$33.76*
Glazier	$33.76*
Iron Worker	$74.57
Laborer	$46.86
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	$60.77
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	$70.55
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	$45.79
Plumber	$75.59
Pipe Fitter	
Roofer/WaterProofer	$57.87
Sheet Metal Worker	$62.18
Sprinkler Fitter - Fire Protection	$72.88
Truck Driver	$33.76*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

*** The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.**

****The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.**

COLE COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$64.42
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$87.78
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	$55.27
Laborer - General	
Laborer - Skilled	
Operating Engineer	$70.85
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	$33.76*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance iwth 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 shown on the Building Construction Rate Sheet.

***The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.**

****The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.**

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.

AFFIDAVIT OF COMPLIANCE PUBLIC WORKS CONTRACTS LAW

I, the undersigned, _____, of lawful age, first being duly sworn, state to the best of my information and belief as follows:

1. That I am employed as _____, by _____.
2. That _____ was awarded a public works contract for **Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction**.
3. That I have read and am familiar with Section 290.290 RSMo (1994 as amended) an act relating to public works contracts, which impose certain requirements upon contractors and subcontractors engaged in a public works construction project in the State of Missouri.
4. That _____ has fully complied with the provisions and requirements of Section 290.290 RSMo (1994 as amended)

FURTHER AFFIANT SAYETH NAUGHT.

_____
AFFIANT

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

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSOURI)
) ss
COUNTY OF_____)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

State of Missouri)
)
County of Cole)

The undersigned affiant, _____, being first duly sworn, hereby deposes and says:

1. **I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.**

2. **I am authorized to make this affidavit on behalf of**

   _____.

3. **I hereby** affirm that the company identified in section 2 of this affidavit is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services. The name of said Federal Work Authorization program is _____.

4. **I hereby** affirm that the company identified in section 2 of this affidavit does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

   This the _____ day of _____, 20___.

   _____
   Name

   _____
   Title

Sworn and Subscribed before me this

the _____ day of _____, 20___.

_____
Notary Public

My Commission expires:_____

[attach documentation of enrollment/participation in a federal work authorization program]

CITY OF JEFFERSON
CONSTRUCTION CONTRACT

THIS CONTRACT made and entered into the date last executed by a party as indicated below, by and between _____ hereinafter referred to as "Contractor", and the City of Jefferson, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City".

WITNESSETH: **That Whereas**, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Project No. 33096, Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction.

NOW THEREFORE, the parties to this contract agree to the following:

1. **Scope of Services.**
Contractor agrees to provide all labor, equipment, hardware and supplies to perform the work included in the project entitled **"Jennifer, Fairmont, and Cederbrooke Stormwater Reconstruction"** in accordance with the plans and specifications on file with the Department of Public Works.

2. **Payment.**
The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the Contract Documents upon acceptance of said work by the Director of Public Works and in accordance with the rates and/or amounts stated in the bid of Contractor dated _____which are by reference made a part hereof. No partial payment to the Contractor shall operate as approval or acceptance of work done or materials furnished hereunder. The total amount of this contract shall not exceed _____ **Dollars**.

3. **Manner and time for Completion.**
Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws, within **80 working days** from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within ten (10) days after the date of this contract.

4. **Prevailing Wages.**
To the extent that the work performed by Contractor is subject to prevailing wage law, Contractor shall pay a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by Department of Labor and Industrial Relations of the State of Missouri, and as established by the Federal

Employment Standards of the Department of Labor. Contractor acknowledges that Contractor knows the prevailing hourly rate of wages for this project because Contractor has obtained the prevailing hourly rate of wages from the contents of the current **Annual Wage Order No. 33, Section 026, Cole County** rates as set forth. The Contractor further agrees that Contractor will keep an accurate record showing the names and occupations of all workmen employed in connection with the work to be performed under the terms of this contract. The record shall show the actual wages paid to the workmen in connection with the work to be performed under the terms of this contract. A copy of the record shall be delivered to the Purchasing Agent of the Jefferson City Finance Department each week. In accordance with Section 290.250 RSMo, Contractor shall forfeit to the City One Hundred Dollars ($100.00) for each workman employed, for each calendar day or portion thereof that the workman is paid less than the stipulated rates for any work done under this contract, by the Contractor or any subcontractor under the Contractor.

5. **Insurance.**

(a) The Contractor shall obtain and maintain during the term of the Project and this Contract the insurance coverages at least equal to the coverages set forth in this paragraph 7, and as further provided in the General Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City.

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	$500,000 per occurrence $3,500,000 aggregate
Comprehensive Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	$500,000 per occurrence $3,500,000 aggregate
Employer's Liability	$3,500,000 bodily injury by accident (each accident) $3,500,000 bodily injury by disease (each employee) $3,500,000 bodily injury policy limit

(b) Worker's Compensation - In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

(c) Builder's Risk - The Contractor shall also provide a policy of Builder's Risk Insurance in the amount of 100% of the complete insurable value of the Project,

which policy shall protect the Contractor and the City, as their respective interests shall appear.

(d) Owner's Protective Liability Insurance - The Contractor shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City of Jefferson as the insured, in an amount not less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo., except for those claims governed by the provisions of the Missouri Workmen's Compensation Law, Chapter 287, RSMo. No policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

(e) Before commencing any work, the Contractor shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph 4. Each such certificate shall show the City, and such other governmental agencies as may be required by the City to be insured by underlying grant or contract relating to the Project, as an additional insured, and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. The City may waive any insurance coverages or amounts required by this paragraph 4 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

(f) Subcontracts - In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Subparagraphs (a), (b), and (c) hereof and in like amounts.

(g) Scope of Insurance and Special Hazard. The insurance required under Sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, and also against any special hazards which may be encountered in the performance of this contract.

NOTE: Paragraph (f) is construed to require the procurement of Contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose subcontractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by the Contractor.

6. **Contractor's Responsibility for Subcontractors.**

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give

Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.

7. **Liquidated Damages.**

The Contractor agrees and acknowledges that time is of the essence of this Agreement and that delay in the prosecution of the Work and the Project will inconvenience the public and increase administrative costs of the City, the costs of which the Contractor and the City are incapable of ascertaining at this time. Should the Contractor, or in the case of Contractor's default, the surety, fail to complete the Work within the time stipulated in this Agreement, or within such extension of time as may be allowed by the City in the manner set forth in the Contract Documents, the Contractor (or surety, as applicable) shall pay to the City as liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars ($500.00)** for each calendar day that the Work remains uncompleted after the time allowed for the completion, including approved extensions. In the sole discretion of the City, the amount of the liquidated damages may be deducted from any money due the Contractor under this Agreement. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion or any approved extension, shall in no way operate as a waiver of the City of any of rights under this Contract.

8. **Termination.**

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of the City should Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. **City's Right to Proceed.**

In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

10. **Indemnity.**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel

selected by the City, and defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suit, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or money damages, or trespass, or any other circumstances, sustained by the City or others, arising from the Contractor's breach of the Contract or out of services or products provided by the Contractor or its subcontractors under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the Contract Documents and that the Contractor has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.
In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Contract, which may result from the Contractor's breach of the Contract, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Contract.

11. **Payment for Labor and Materials.**

The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract. Contractor shall furnish to the City a bond to ensure the payment of all materials and labor used in the performance of this contract.

12. **Supplies**.

The Contractor is hereby authorized and directed to utilize the City's sales tax exemption in the purchase of goods and materials for the project as set out in Section 144.062 RSMo 1994 as amended. Contractor shall keep and maintain records and invoices of all such purchases which shall be submitted to the City.

13. **Performance and Materialman's Bonds Required.**

Contractor shall provide a bond to the City before work is commenced, and no later than ten (10) days after the execution of this contract, guaranteeing the Contractor's performance of the work bid for, the payment of amounts due to all suppliers of labor and materials, the payment of insurance premiums for workers compensation insurance and all other insurance called for under this contract, and the payment of the prevailing wage rate to all workmen as required by this contract, said bond to be

in a form approved by the City, and to be given by such company or companies as may be acceptable to the City in its sole and absolute discretion. The amount of the bond shall be equal to the Contractor's bid.

14. **Knowledge of Local Conditions**.
Contractor hereby warrants that it has examined the location of the proposed work and the attached specifications and has fully considered such local conditions in making its bid herein.

15. **Severability.**
If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the contract as a whole, or of any section, subsection, sentence, clause, or attachment not so adjudged.

16. **Governing Law**.
The contract shall be governed by the laws of the State of Missouri. The courts of the State of Missouri shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the City to enforce this contract, the City shall be entitled to recover its attorney's fees and expenses incurred in such action.

17. **Contract Documents.**
The contract documents shall consist of the following:

a. This Contract
b. Addenda
c. Information for Bidders
d. Notice to Bidders
e. Signed Copy of Bid
f. General Provisions
g. Special Provisions
h. Technical Specifications
i. Drawing and/or Sketches

This contract and the other documents enumerated in this paragraph, form the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

18. **Complete Understanding, Merger**.
Parties agree that this document including those documents described in the section entitled “Contract Documents” represent the full and complete understanding of the parties. This contact includes only those goods and services specifically set out. This contract supersedes all prior contracts and understandings between the Contractor and the City.

19. **Authorship and Enforcement**.
Parties agree that the production of this document was the joint effort of both parties and that the contract should not be construed as having been drafted by either party.

20. **Amendments.**
This contract may not be modified, changed or altered by any oral promise or statement by whomsoever made; nor shall any modification of it be binding upon the City until such written modification shall have been approved in writing by an authorized officer of the City. Contractor acknowledges that the City may not be responsible for paying for changes or modifications that were not properly authorized.

21. **Waiver of Breach** .
Failure to Exercise Rights and Waiver: Failure to insist upon strict compliance with any of the terms covenants or conditions herein shall not be deemed a waiver of any such terms, covenants or conditions, nor shall any failure at one or more times be deemed a waiver or relinquishment at any other time or times by any right under the terms, covenants or conditions herein.

22. **Assignment**.
Neither party may sell or assign its rights or responsibilities under the terms of this agreement without the express consent of the remaining party.

23. **Nondiscrimination**.
Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

24. **Illegal Immigration**.
Prior to commencement of the work:

A. Contractor 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.
B. Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services Contractor agrees in the performance.
C. If contractor is a sole proprietorship, partnership, or limited partnership, contractor shall provide proof of citizenship or lawful presence of the owner prior to issuance of the Notice to Proceed.

25. **OSHA Training**
Prior to commencement of the work:

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

C. Any employee, agent or subcontractor of the Contractor subject to this provision found on the worksite without documentation of the successful completion of the course shall be afforded twenty days to produce such documentation after which time they shall be removed from the project.
D. If Contractor fails the provisions of subsection A, B, or C, the Contractor shall forfeit as a penalty two thousand five hundred dollars plus an additional one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections B or C, whichever is applicable, of this section have elapsed.
E. The City shall withhold and retain from any amount due under the contract, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the City has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section.

26. **Transient Employers.**

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statue.

27. **Notices.**

All notices required to be in writing may be given by first class mail addressed to City of Jefferson, Department of Public Works, 320 East McCarty, Jefferson City, Missouri, 65101, and Contractor at _____ . The date of delivery of any notice shall be the second full day after the day of its mailing.

CITY OF JEFFERSON

_____
Mayor: Ron Fitzwater

_____
Date:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR

_____
Title:

_____
Date:

ATTEST:

_____
Title:

PERFORMANCE, PAYMENT AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ _____ hereinafter, referred to as "Contractor" and _____ _____ a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of _____ as Surety, are held and firmly bound unto the _____ hereinafter referred to as "Owner" in the penal sum of _____ DOLLARS ($_____), lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT;

WHEREAS, the above bounded Contractor has on the _____ day of_____, 20_____, entered into a written contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications and plans therefore; a copy of said Contract being attached hereto and made a part hereof:

NOW THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract, and the Conditions, Specifications, Plans, Prevailing Wage Law and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said contractor shall replace all defective parts, material and workmanship for a period of one year after acceptance by the Owner, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenances, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal repairs, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation liability, and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this Obligation, together with interest as provided by law:

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications:

PROVIDED FURTHER, that if the said Contractor fails to pay the prevailing hourly rate of wages, as shown in the attached schedule, to any workman engaged in the construction of the improvements as designated, defined and described in the said contract, specifications and conditions thereof, the Surety will pay the deficiency and any penalty provided for by law which the contractor incurs by reason of an act or

omission, in any amount not exceeding the amount of this obligation together with interest as provided by law:

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by it attorney-in-fact duly authorized thereunto so to do, at

_____ on this the

_____ day of _____, 20_____.

_____ _____

SURETY COMPANY

CONTRACTOR

BY_____(SEAL) BY_____(SEAL)

BY_____(SEAL) BY_____(SEAL)

Attorney-in-fact (State Representative)

(Accompany this bond with Attorney-in-fact's authority from the Surety Company certified to include the date of the bond.)

GENERAL PROVISIONS

FORWARD

The following Articles GP-1 through GP-47 are "General Provisions of the Contract", modified as set forth in the Special Provisions.

GP-1 CONTRACT DOCUMENTS

It is expressly understood and agreed that the Contract Documents comprise the Notice to Bidders, Instruction to Bidders, General Provisions, Special Provisions, Bid, Contract, Performance and One Year Guarantee Bond, Specifications, other documents listed in the Table of Contents and bound in this Volume. Plans, all Addenda thereto issued prior to the time of opening bids for the work, all of which are hereto attached, and other drawings, specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the specifications and drawings, are each and all component parts to the agreement governing the work to be done and the materials equipment to be furnished. All of these documents are hereby defined as the Contract Documents.

The several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for constructing complete and ready to use the work specified. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

The Contract shall be executed in the State and County where the Owner is located. Three (3) copies of the contract documents shall be prepared by the Contractor, each containing an exact copy of the Contractor's bid as submitted, the Performance Bond properly executed, a Statutory Bond where required, and the contract agreement signed by both parties thereto. These executed contract documents shall be filed as follows:

One (1) with the City Clerk of the City of Jefferson
One (1) with the Jefferson City Director of Public Works
One (1) with the Contractor

GP-2 DEFINITIONS

Wherever any work or expression defined in this article, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all of the documents enumerated in the previous article.

2. "Owner", "City", or words "Party of the First Part", shall mean the party entering into contract to secure performance of the work covered by this Contract and his or its duly authorized officers or agents. Generally this will be the "City of Jefferson".

3. "Contractor" or the words "Party of the Second Part" shall mean the party entering into contract for the performance of the work covered by this contract and his duly authorized agents or legal representatives.

4. "Subcontractors" shall mean and refer to a corporation, partnership, or individual having a direct contract with the Contractor, for performing work at the job site.

5. "Engineer" shall mean the authorized representative of the Director of Public Works, (i.e., the Engineering Division Director).

6. "Construction Representative" shall mean the engineering or technical assistant duly authorized by the Engineer limited to the particular duties entrusted to him or them as subsequently set forth herein.

7. "Date of Award of Contract" or words equivalent thereto, shall mean the date upon which the successful bidder's proposal is accepted by the City.

8. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

9. "The work" shall mean the work to be done and the equipment, supplies and materials to be furnished under this contract, unless some other meaning is indicated by the context.

10. "Plans" or "drawings" shall mean and include all drawings which may have been prepared by the Engineer as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the City, if and when approved by the Engineer, and all drawings submitted by the City to the Contractor during the progress of the work, as provided for herein.

11. Whenever in these contract documents the words "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the direction, requirement, permission, or allowance of the City and Engineer is intended.

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

13. Whenever any statement is made in these Contract Documents containing the expression "it is understood and agreed" or any expression of the like import, such expression means the mutual understanding and agreement of the Contractor and the City.

14. "Missouri Highway Specifications" shall mean the latest edition of the "Missouri Standard Specifications for Highway Construction" prepared by the Missouri Highway and Transportation Commission and published before the date of this contract.

15. "Consultant" shall mean the firm, company, individual, or its/his/her duly authorized representative(s) under separate agreement with the City of Jefferson that prepared the plans, specifications, and other such documents for the work covered by this contract.

GP-3 THE CONTRACTOR

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 local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The relation of the Contractor to the City shall be that of an independent contractor.

GP-4 THE ENGINEER

The Engineer shall be the City's representative during the construction period and he shall observe the work in process on behalf of the City by a series of periodic visits to the job site. He shall have authority to act on behalf of the City.

The Engineer assumes no direction of employees of the Contractor or subcontractors and no supervision of the construction activities or responsibility for their safety. The Engineer's sole responsibility during construction is to the City to endeavor to protect defects and deficiencies in the work.

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

GP-5 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond in the full amount of the contract sum. This surety bond, executed by the Contractor to the City, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms and intent of the contract documents; (b) the payment of all bills and obligations arising from this contract which might in any manner become a claim against the City; (c) for the payment to the City of all sums due or which may become due by the terms of the contract, as well as by reason of any violation thereof by the Contractor; and for a period of one year from and immediately following the acceptance of the completed project by the City, the payment to the City of all damage loss and expense which may occur to the City by reason of defective materials used, or by reason of defective or improper workmanship done, in the furnishing of materials, labor, and equipment in the performance of the said contract.

All provisions of the bond shall be complete and in full accordance with statutory requirements. The bond shall be executed with the property sureties through a company licensed and qualified to operate in the state and approved by the City. Bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the contract.

If at any time during the continuance of the contract the surety on the Contractor's bond becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so. In default thereof, the contract may be suspended, all payments or money due the Contractor withheld, and the contract completed as hereinafter provided.

GP-6 INSURANCE

GP-6.1 GENERAL:

The Contractor shall secure, pay for and maintain during the life of the Contract, insurance of such types and amounts as necessary to protect himself, and the City, against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the City as set forth in the Construction Contract.

The insuring company shall deliver to the City certificates of all insurance required, signed by an authorized representative and stating that all provisions of the following specified requirements are complied with.

All certificates of insurance required herein shall state that ten (10) days written notice will be given to the City before the policy is canceled or changed. All certifications of insurance shall be delivered to

the City prior to the time that any operations under this contract are started.

All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Missouri.

GP-6.2 EXCLUSIONS

The requirements for property damage liability shall contain no exclusion relative to:

(1) Blasting or explosion. (Consult Technical Specifications Part I for possible deletion of this requirement on subject project.)

(2) Injury or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations.

(3) The collapse of, or structural injury to, any building or structure on or adjacent to the City's premises, or injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the surface of the ground.

GP-6.3 INSTALLATION FLOATER INSURANCE

This insurance shall insure and protect the Contractor and the City from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk Insurance, when in warehouses or storage areas, during installation, during testing and until the work is accepted. It shall be of the "All Risks" type, with coverage designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the value of the work at completion, less the value of the material and equipment insured under Builder's Risk Insurance. The value shall include the aggregate value of the City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk Insurance.

Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to the Contractor and the City as their interests may appear.

If the aggregate value of the City-furnished and Contractor-furnished equipment is less than $10,000 such equipment may be covered under Builder's Risk Insurance, and if so covered, this Installation Floater Insurance may be omitted.

GP-6.4 CONTRACTOR'S RESPONSIBILITY FOR OTHER LOSSES

For the considerations in this agreement heretofore stated, in addition to Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor's, his agents, sub-contractors, material men or his or their employees; to sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this contract and any modifications, alterations, enlargements thereto, is to be done, and to materials and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

GP-6.5 CONTRACTOR'S RESPONSIBILITY ON DAMAGES & CLAIMS INDEMNIFYING CITY

The Contractor shall defend, indemnify and save harmless the City and Engineer and their officers and agents, of and from all losses, damages, costs, expenses, judgments, or decrees whatever

arising out of action or suit that may be brought against the City or Engineer or any officer or agent of either of them, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury, death or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of this contract.

GP-6.7 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the City, in writing such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

GP-7 ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer this contract nor sublet it as a whole, without the written consent of the City and of the Surety on the Contractor's bond. Such consent of Surety, together with copy of assignment, shall be filed with the City. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract. Should any assignee fail to perform the work undertaken by him in a satisfactory manner, the City may at his option annul and terminate Assignee's contract.

GP-8 SUBCONTRACTS, PRINCIPAL MATERIALS & EQUIPMENT

Prior to the award of the contract, the Contractor shall submit for approval of the City a list of subcontractors and the sources of the principal items of materials and equipment which he proposes to use in the construction of the project.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of person either directly or indirectly employed by them as he is for the acts and omissions or persons directly employed by him. Any notices to the Contractor shall be considered as notice to any affected subcontractors.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

No officer, agent or employee of the City, including the Engineer, shall have any power or authority whatsoever to bind the City or incur any obligation in its behalf to any subcontractor, material supplier or other person in any manner whatsoever.

GP-9 OTHER CONTRACTS

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results on the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.

His failure so to inspect and report all constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

Wherever work being done by the City'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, in order to secure the completion of the various portions of the work in general harmony.

GP-10 LEGAL RESTRICTIONS, PERMITS AND REGULATIONS

The Contractor shall procure at his own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all properties which may be affected by his operations. Rights-of-way and easements for permanent structures or permanent changes in existing facilities shall be provided by the City unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

GP-11 ROYALTIES AND PATENTS

It is agreed that all royalties for patents or patent claims, infringement whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damages or claims for patent infringements, and the Contractor shall at his own expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the City will not be made while any such suits or claims remain unsettled.

GP-12 SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

GP-12.1 GENERAL

These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the contract, specifications and plans.

GP-12.2 FIGURED DIMENSIONS TO GOVERN

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

GP-12.3 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations and quantities shown on the plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

GP-12.4 STANDARD SPECIFICATIONS

Reference to standard specifications of any technical society, organization or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

GP-13 CONSTRUCTION REPRESENTATIVE AT PROJECT

The City may appoint or employ such "Construction Representative" as the City may deem proper, to observe the work performed under this Contract, to the end that said work is performed, in substantial accordance with the plans and specifications therefor.

The Project Representative assumes no direction of employees of the Contractor or Subcontractors and no supervision of the construction activities or responsibility for their safety. The sold duty of the Project Representative during the construction is to the City to endeavor to protect against defects and deficiencies in the work.

The Contractor shall regard and obey the directions and instructions of the Construction Representative so appointed, when the same are consistent with the obligations of this contract and the specifications therefor, provided, however, that should the Contractor object to any order given by the Construction Representative, the Contractor may make written appeal to the Engineer for his decision.

The Construction Representative and other properly authorized representatives of the City shall be free at all times to perform their duties, an intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reason, if the City so decides, to annul the contract.

Such construction representation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the City, whenever so ordered by the Engineer, without reference to any previous oversight in observation of work. Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.

The Construction Representative shall have no authority to permit any deviation from the plans and specifications except on written order from the Engineer, and the Contractor will be liable for any deviation except on such written order.

All condemned work shall be promptly taken out and replaced by satisfactory work, and all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the City may, upon certification by the Engineer, withhold payment or proceed to terminate contracts as herein provided.

Reexamination of questioned work may be ordered by the Engineer, and if so ordered the work must be uncovered by the Contractor. If such work be done in accordance with the Contract Documents, the City shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that defect in the work was caused by another contractor of the City and in that event the City shall pay such cost.

The Contractor shall furnish samples of testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which he proposes to use.

GP-14 LINES AND GRADES

The Department of Public Works will set construction stakes establishing lines, scopes, and continuous profile grade in road work, and center-line and bench marks for culvert work, and appurtenances as may be deemed necessary, and will furnish the Contractor, with all necessary information relating to lines, slopes, and grades, to lay out the work correctly. The Contractor shall maintain these lines, grades, and bench marks and use them to lay out the work he is to perform under this contract.

The Contractor shall notify the Department of Public Works not less than 48 hours before stakes are required. No claims shall be made because of delays if the contractors fail to give such notice.

The Contractor shall carefully preserve stakes and bench marks. If such stakes and bench mark become damaged, lost, displaced, or removed by the Contractor, they shall be reset at his expense and deducted from the payment for the work.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points checked by the Construction Representative may be ordered removed and replaced at the Contractor's expense.

GP-15 CONTRACTOR'S RESPONSIBILITY FOR MATERIALS

The Contractor shall be responsible for the condition of all materials furnished by him, and he shall replace at his own cost and expense any and all such material found to be defective in design or manufacture, or which has been damaged after delivery. This includes the furnishing of all materials and labor required for replacement of any installed materials which is found to be defective at any time prior to the expiration of one year from the date of final payment.

The manufacturer of pipe for use on this project shall certify in writing to the City that all materials furnished for use in this project do conform to these specifications. Whenever standard tests are conducted, he shall forward a copy of the test results to the City.

GP-16 WATER

All water required for and in connection with the work to be performed shall be provided by the Contractor at his sole cost and expense.

GP-17 POWER

All power for lighting, operation of the Contractor's plant or equipment or for any other use by the Contractor, shall be provided by the Contractor at his sole cost and expense.

GP-18 SUPERINTENDENCE AND WORKMANSHIP

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

The Contractor shall provide proper tools and equipment and the services of all workmen, mechanics, tradesmen, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refuses to perform his work in a satisfactorily manner, shall be promptly discharged.

It is called particularly to the Contractor's attention that only first class workmanship will be

acceptable.

GP-19 MAINTENANCE OF TRAFFIC

Whenever any street is closed, the Police Department, Fire Department, and Ambulance Services shall be notified prior to the closing. When a portion of the project is closed to through traffic, the Contractor shall provide proper barricades and shall mark a detour route around the section of the project if applicable. The route of all detours shall be approved by the Director of Public Works. All detour signing shall conform to the latest edition of the "Manual on Uniform Traffic Control Devices".

Throughout the project, wherever homes are served directly from a street or portion of a street which is to be reconstructed under this project, the Contractor shall make every effort to provide access to each home every night. This work shall be subsidiary to the construction and no direct payment will be made for it.

GP-20 BARRICADES AND LIGHTS

All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements, and in conformance with the Manual of Uniform Traffic Control Devices. All necessary barricades, signs, lights and other protective devices will be furnished, installed and maintained by the Contractor. This work shall be subsidiary to the construction and no direct payment will be made for it.

GP-21 EXISTING UNDERGROUND INSTALLATIONS AND STRUCTURES

Pipe lines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the best information available to the City. The City does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipe lines, conduits and structures by contacting owners of underground utilities and by prospecting in advance of the excavation.

Any delays to the Contractor caused by pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated, shall not constitute a claim for extra work, additional payment or damages.

No payment will be made to the Contractor for locating and protecting utilities and cooperating with their owners, and any damages caused to the utilities by the Contractor's negligence shall be repaired entirely at the Contractor's expense.

Utilities, other than sanitary sewers and water mains, which, in the opinion of the Engineer, must be moved will be moved by the utility company at no cost to the Contractor. Sanitary sewers which must be moved shall be re-laid by the Contractor and paid for at the prices bid. Only sewers which must be moved because of direct conflict with the storm sewer conduit will be paid for in this manner. Sewers damaged by excavation but not in direct conflict with the storm sewer will be repaired at the

Contractor's expense.

GP-22 PROTECTION OF WORK AND PROPERTY

The Contractor shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the City and employees of other contractors or subcontractors and all public and private property including structures, sewers and utilities above and below ground, along, beneath, above, across or near the site or sites of the work, or other persons or property which are in any manner affected by the prosecution of the work.

The Contractor shall furnish and maintain all necessary safety equipment such as barriers, signs, warning lights and guards as required to provide adequate protection or persons and property.

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

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

The Contractor agrees to hold the City harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.

GP-23 GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor hereby guarantees the work in connection with this contract against faulty materials or poor workmanship during the period of one (1) year after the date of completion of the contract.

GP-24 NO WAIVER OF RIGHTS

Neither observation of work by the City or any of their officials, employees, or agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

GP-25 USE OF COMPLETED PORTIONS

If desired by the City, portions of the work may be placed in service when completed or partially completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for the guarantee period thereafter.

GP-26 ADDITIONAL, OMITTED, OR CHANGED WORK

The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract or may alter or deduct from the work, the Contract sum to be adjusted accordingly. All such work shall be executed to the same standards of workmanship and performance as though

therein included.

The Engineer shall have authority to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work.

Except for adjustments of estimated quantities for unit price work or materials to conform to actual pay quantities therefor as may be provided for in the Special Conditions, all changes and alterations in the terms or scope of the Contract shall be made under the authority of duly executed change orders issued and signed by the Owner and accepted and signed by the Contractor. All work increasing the cost shall be done as authorized by the Owner and ordered in writing by the Engineer, which order shall state the location, character, amount, and method of compensation. No additional or changed work shall be made unless in pursuance of such written order by the Engineer, and no claim for an addition to the Contract sum shall be valid unless so ordered.

If the modification or alteration increases the amount of work to be done, and the added work or any part thereof is of a type and character which can be properly and fairly classified under one or more unit price items of the Proposal, then such added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price or prices therefor. Otherwise, such work shall be paid for as "Extra Work" as hereinafter provided in this Article GP-26.

If the modification or alteration decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine on an equitable basis the amount of:

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

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

3. Any other adjustment of the Contract amount where the method to be used in making such adjustments is not clearly defined in the contract documents.

Statements for extra work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of extra work and if found correct will be approved by the Engineer and submitted for payment with the next regular monthly estimate.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages or anticipated profits on any portion of the work that may be omitted.

Extra Work:

(a) The term "Extra Work" shall be understood to mean and include all work that may be required to accomplish any change or alteration in or addition to the work shown by the Plans or reasonably implied by the Specifications and not covered by the Contract proposal items and which is not otherwise provided under this Article GP-26.

(b) The Contractor shall perform all extra work under the direction of the Engineer when authorized by the Owner. The compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

1. Method A: By agreed unit price

2. Method B: By agreed lump sum

3. Method C: If neither Method A nor B can be agreed upon before the work is started, then the work shall be by force account as per Section 109, Measurement and Payment, of the Missouri Standard Specification for Highway Construction, as published by the Missouri State Highway and Transportation Commission.

GP-27 SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving ten (10) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so.

But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions abandoned, if any.

GP-28 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after ten (10) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GP-29 OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient.

In such case, no further payment will be made the Contractor until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such expenses shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

GP-30 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon five (5) days written notice to the Owner and the Engineer, stop work or terminate his contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

GP-31 LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, of from the action of the elements, or from floods or overflows, or from ground water, or from any unusual obstruction of difficulty, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the

prosecution of the said work, shall be sustained and borne by the Contractor at his own cost and expense.

GP-32 SUNDAY, HOLIDAY AND NIGHT WORK

No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays, without the written approval of the City. However, work necessary in case of emergencies or for the protection of equipment or finished work may be done without the City's approval.

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

GP-33 UNFAVORABLE CONSTRUCTION CONDITIONS

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

GP-34 MATERIALS AND EQUIPMENT

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

GP-35 DEFENSE OF SUITS

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

GP-36 CHANGE ORDER

Any changes or additions to the scope of work shall be through a written order from the Engineer to the Contractor directing such changes in the work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the work.

GP-37 CONTRACT TIME

The time for the completion of the work is specified and it is an essential part of the contract. The Contractor will not be entitled to any extension of contract time because of unsuitable weather condition unless suspension of the work for such conditions was authorized in writing by the Engineer.
If the time for the completion of the work is based upon working days, this time will be specified in the

contract. A working day is defined as any day when, in the judgment of the Engineer, soil and weather conditions are such as would permit any then major operation of the project for six (6) hours or over unless other unavoidable conditions prevent the Contractor's operation. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day.

No working days will be counted from December 15 to March 15, both dates inclusive. Saturdays, Sundays, and City holidays will not be counted as working days any time during the year.

GP-38 CONTRACT TIME EXTENSION

The Engineer may make allowance for time lost due to causes which he deems justification for extension of contract time. If the Contractor claims an extension of contract time on the grounds that he is unable to work due to causes beyond his control, he shall state his reasons in writing; furnish proof to establish his claim and state the approximate number of days he estimates he will be delayed. Notice of intention to claim an extension of contract time on the above grounds shall be filed with the Engineer at the time the cause or causes occur and the claim shall be filed in writing within 30 days after the claimed cause for the delay has ceased to exist.

GP-39 LIQUIDATED DAMAGES

Time is an essential element of the contract and it is therefore important that the work be pressed vigorously to completion. Should the Contractor or in case of default the surety fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in the manner set out in the preceding sections, a deduction of an amount as set out in the contract will be made for each day and every calendar day that such contract remains uncompleted after the time allowed for the completion. The said amount set out in the proposal is hereby agreed upon, not as a penalty but as liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the contract, and will be deducted from any money due the Contractor under the contract, and the Contractor and his surety shall be liable for any and all liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

GP-40 MEASUREMENT AND PAYMENT

(a) BASIS FOR PAYMENT

Contractor will be paid for quantities actually constructed or performed as determined by field measurement (except as may be hereinafter provided) at the unit price bid for the items listed in the schedule of the Bid or for such extra work as may be authorized and approved by the Engineer. The cost of incidental work not listed in the schedule of the Bid but necessary for the completion of the project shall be included in bid items.

(b) DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it expedient not to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

(c) LUMP SUM ITEMS

Payment for each lump sum item shall be at the lump sum bid for the item, complete in place, and shall include the costs of all labor, materials, tools, and equipment to construct the item as described herein and to the limits shown on the plans.

(d) PARTIAL PAYMENT

Partial payment will be made on a monthly basis. The payment shall be based on the work that has been found generally acceptable under the contract by the Engineer or inspector. A retainer equal to 5% of the amount of work completed to date shall be withheld.

(e) **ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he will promptly issue a final certificate, over his own signature, stating that the work required by this contract has been completed and is acceptable by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City of Jefferson within thirty (30) days after the date of said final certificate.

(f) **AFFIDAVIT OF COMPLIANCE**

Monies due to the Contractor will not be delivered to the Contractor without presentation to the Department of Public Works an Affidavit of Compliance with Prevailing Wage Law on prescribed form attached to the back of these contract documents.

GP-41 RELEASE OF LIABILITY

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

GP-42 CERTIFICATIONS

GP-42.1 All suppliers of materials such as drainage pipe or handrail and all suppliers of asphaltic concrete or portland cement concrete mixtures shall certify in writing that the product as supplied conforms fully with these specifications. Such certification shall be delivered in triplicate to the Department of Public Works at least 24 hours before the product is to be used on the project.

GP-42.2 The City, at its option, may perform or have performed such tests as may be deemed necessary to further assure that only specified materials are incorporated into the work.

GP-43 LOCAL PREFERENCE

In making purchases or in letting contracts for the performance of any job or service, the purchasing agent shall give preference to all firms, corporations or individuals which maintain offices or places of business within the corporate limits of the City of Jefferson, when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.

GP-44 PREFERENCE FOR U.S. MANUFACTURED GOODS

On purchases in excess of $5,000, the City shall select products manufactured, assembled or produced in the United States, if quantity, quality, and price are equal. Every contract for public works construction or maintenance in excess of $5,000 shall contain a provision requesting the contractor to use American products in the performance of the contract.

GP-45 AWARD OF CONTRACT - REJECTION OF BIDS

All bidders are required to submit with bid Minority Business Enterprise Eligibility Forms for all subcontractors and suppliers who the contractor intends to use on the project. Compliance with this requirement and the Minority Business Enterprise Program shall be a consideration for award of this contract.

The contract will be awarded to the lowest and best responsible bidder on the base bid proposal, complying with the conditions of the Advertisement for bids and Specifications, providing the bid is reasonable and it is in the interest of the City of Jefferson, Missouri to accept same. The bidder to whom an award is made will be notified at the earliest possible date. The City of Jefferson, however, reserves the right to reject any and all bids and to waive all informalities in bids received whenever such rejection or waiver is in their interest.

GP-46 AFFIDAVIT OF COMPLIANCE WITH PUBLIC WORKS' CONTRACTS LAW

Upon completion of project and prior to final payment, each contractor and subcontractor hereunder shall file with the City of Jefferson, Missouri, Department of Public Works, an affidavit stating that the contractor or subcontractor has fully complied with the provisions and requirements of Section 290.290, RSMo (1994 as amended), an act relating to public works contracts. The City of Jefferson shall not issue a final payment until such affidavit is filed.

GP-47 LIABILITY FOR COMPLIANCE WITH PUBLIC WORKS CONTRACTS LAW

In the event a contractor or subcontractor hereunder files with the City of Jefferson an affidavit stating that the contractor or subcontractor has fully complied with the provisions and requirements of Section 290.290, RSMo (1994 as amended), when in fact the contractor or subcontractor has not complied, to the extent that any liability is assessed against the City of Jefferson, Missouri, or any additional expenses are incurred by the City of Jefferson, Missouri, any contractor making the false statement, or whose subcontractor makes a false statement, shall hold harmless and indemnify the City for any liability assessed against it or any additional expenses incurred.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

FORWARD: The provisions of this section take precedence over any other provisions in these specifications.

SP-1 PARTIAL ACCEPTANCE OF BID

The City reserves the right to accept any part or the entire bid for the project.

SP-2 PRE-CONSTRUCTION CONFERENCE

Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling and its coordination with the work of others. It is expected that this conference will be attended by representatives of the Owner, the Engineer, the Contractor and his Subcontractors, and the Utilities, as well as representatives of any other affected agencies which the Owner may wish to invite.

The work schedule specified in Section IB-22 of the Information for Bidders will be submitted at the conference.

SP-3 PREVAILING WAGE LAW

Bidders are hereby advised that compliance with the Prevailing Wage Law, Section 290.210 through 290.340 inclusive of the Revised Statutes of Missouri, is a requirement of this contract. (Reference Section IB-20)

Section 290.265 requires that a clearly legible statement of all prevailing hourly wage rates should be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor engaged in public works projects, and that such notice shall remain posted during the full time.

SP-4 PROOF OF INSURANCE

All certificates of insurance provided for this project shall be insured directly from the company affording coverage. Certification from a local agent in not acceptable without the necessary paperwork empowering and authorizing the agent to sign the surety's name.

In addition, when an aggregate amount is included, a statement of the amount of that aggregate available to date shall also be attached.

SP-5 TECHNICAL SPECIFICATIONS AND DETAILS

The Technical Specifications for this project shall consist of the **"**City of Jefferson Technical Street Specifications, Revised January, 2020" and the standard construction details shall come from the "City of Jefferson Standard Drawings Revised 1/2020". Other specifications may be found in the General Provisions, Sanitary Sewer Specifications, Special Provisions, and Project Plans. In their silence the 2026 version of the Missouri Standard Specifications for Highway Construction and the current Standard Drawings for Highway Construction shall be used.

The City's Technical Specifications and Standard Drawings can be found on the City's website at www.jeffersoncitymo.gov and are available upon request from the Department of Public Works.

SP-6 PERMITS

The City of Jefferson has obtained a General Operating Permit (Permit No. MO-R100031) from the State of Missouri Department of Natural Resources Missouri Clean Water Commission for construction and land disturbance activity, which covers the work entailed in this project. A copy of the permit is available upon request at City Hall, and will be provided to the winning contractor at the preconstruction conference.

In signing the contract, the contractor obligates himself to follow the provisions of the permit (MO-R100031). If the contractor does not follow the provisions of the permit, the City of Jefferson reserves the right to stop construction activities until the contractor is in compliance.

SP-7 TRAFFIC CONTROL

The contractor shall provide necessary traffic control including all warning devises, channelizers, or signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as needed to undertake the work of this project. Signs, cones, and barricades shall be placed both to protect workers & equipment and to protect the public by marking open trenches and other potential dangers.

Road closures shall be limited to the time necessary to perform the work at and on the street. When closing the street, the contractor shall place Type 3 Movable Barricades with R11-2 signs and Type A warning lights at the road closure. The contractor shall also place W20-1 sign in advance of any road work or closure. The signs shall be in accordance with latest version of the Manual on Uniform Traffic Control Devices (MUTCD). All work before and/or after the road closures shall be accompanied by temporary traffic control in accordance with the MUTCD. This shall include but not be limited to, signing, flagging, channelizing devices, etc.

SP-8 PROPERTY ACCESS COORDINATION

The contractor shall coordinate with adjacent property owners to schedule construction that will impact their ability to access their property particularly vehicular access to their driveways. Access to driveways shall be maintained to the greatest extent possible. Once a driveway becomes inaccessible the contractor shall work diligently to reconstruct and reopen the driveway.

SP-9 PROTECTION OF ADJACENT PROPERTIES

Surface water shall be diverted and otherwise prevented from entering or damaging adjacent property as a result of precipitation during construction.

SP-10 UTILITIES

The location and extent of the existing underground utilities and other utilities shown on the plans may not be totally accurate or all inclusive. It shall be the sole responsibility of the contractor to locate, protect, and restore all existing utilities encountered on the project. Notify Missouri One Call (1-800-DIG-RITE) for location of the utilities at least five days prior to the construction.

There are several known utility conflicts which are as follows:

914 Fairmount Blvd.

1. Ameren Electric - The contractor shall be advised of the existence of above ground electrical lines within the construction area. The contractor shall Coordinate with the utility if shielding will be required.
2. Ameren Gas – No conflict
3. Google Fiber – No conflict
4. Socket Telecom – No conflict
5. Mediacom – No conflict
6. Sanitary Sewer City of Jefferson – No conflict

2212 Cedarbrooke Dr.

1. Ameren Electric - The contractor shall be advised of the existence of underground electrical lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
2. Brightspeed – The contractor shall be advised of the existence of underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
3. Cole County PWSD 2 – No conflict
4. Socket Telecom –The contractor shall be advised of the existence of underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
5. Mediacom –The contractor shall be advised of the existence of underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
6. Sanitary Sewer City of Jefferson – No conflict

2638 Jennifer Dr.

1. Ameren Electric - The contractor shall be advised of the existence of underground electrical lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
2. Ameren Gas – The contractor shall be advised of the existence of underground gas line within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
3. Cole County PWSD 2 - The contractor shall be advised of the existence of underground waterlines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
4. Brightspeed –The contractor shall be advised of the existence of underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.
5. Socket Telecom –The contractor shall be advised of the existence of

underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.

6. Mediacom – The contractor shall be advised of the existence of underground telecommunication lines within the construction area. The contractor shall Coordinate with the utility to determine if adjustments will be necessary.

7. Sanitary Sewer City of Jefferson – There is an existing sanitary sewer that runs perpendicular to the proposed pipe near the outfall. The sanitary sewer will be below the pipe installation, approximately eight inches. The contractor shall take proper precautions to protect the sanitary sewer during construction.

SP-11 SEQUENCING AND EROSION CONTROL

The contractor shall sequence the project in a manner acceptable to the engineer that will limit the potential of sediment being transported from the site. This includes the installation and maintenance of the erosion control measures specified on the plans.

All grass or landscaped areas that are disturbed by this project shall be restored and stabilized immediately following the completion of the work so as to prevent erosion and sediment transfer.

SP-12 SEEDING

The contractor shall be responsible for the seeding of all disturbed areas The grass seed for the project shall be a mix of 80% Turf Type Fescue, 10% Rye, and 10% Bluegrass, or approved alternative mix, applied at a rate of 350 lbs/acre. Fertilizer shall be applied as specified in TS-22.3 or at a rate determined by a soil analysis. The area shall be covered with wheat straw at a minimum rate of 2000 lbs/acre. The straw is to be secured to the ground by means of mechanical crimping or by the application of a gum based tackifier at a rate of 30 lbs/acre.

SP-13 REMOVALS

At this time there are no approved fill sites within the City limits. All material removed from this project shall be legally disposed of outside of the City limits.

SP-14 ABANDONMENT OF EXISITNG STORMWATER PIPES

The bid form contains two alternates that represent two separate methods for filling existing stormwater pipes that are to be abandoned in place. One of these two alternates will be chosen and will be included with the base bid. The choice of alternate will be made by the City based on its best interest.

Alternate A - Cellular Concrete
Cellular concrete shall consist of a mixture of Portland cement in accordance with ASTM C150 (Type I, II, or III), water, and preformed foam in accordance with ASTM C796. Admixtures may be used when recommended by the foaming agent manufacturer. Minimum 28-day compressive strength: 50 psi. Maximum wet density: 50 pcf. Self-leveling and self-compacting. Non-corrosive and non-toxic. The

contractor shall submit the proposed mix design and manufacturer data for approval prior to use.

Alternate B - Cementitious Grout
Cementitious grout shall be a pumpable grout comprised of Portland Cement in accordance with ASTM (Type I), sand and water capable of completely filling the pipe and associated voids.
Minimum 28-day compressive strength: 300 psi. The contractor shall submit the proposed mix design and manufacturer data for approval prior to use.

Pipes to be abandoned shall be sealed with bulkheads. Bulkheads shall consist of brick masonry, concrete masonry units, cast-in-place concrete, flowable fill, or other materials approved by the City.

The pipes are to be filled completely. The contractor shall provide his method for filling the pipes to the City prior to undertaking the work.

SP-15 MEASUREMENT AND PAYMENT

Item No. 1 - Mobilization

This item shall consist of all the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for all other work and operations that must be performed or cost incurred prior to the beginning of work. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 2 – Traffic Control, Jennifer Drive

The contractor shall provide, install, and maintain all traffic control signs as shown in the plans that are associated with Jennifer Drive. Additionally, the contractor shall provide all other traffic control devices necessary for the Jennifer Drive work in accordance with the MUTCD to provide protection for his workforce and the public. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 3 – Traffic Control, Cedarbrooke Drive

The contractor shall provide, install, and maintain all traffic control signs as shown in the plans that are associated with Cedarbrooke Drive. Additionally, the contractor shall provide all other traffic control devices necessary for the Cedarbrooke Drive work in accordance with the MUTCD to provide protection for his workforce and the public. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 4 – Traffic Control, Fairmount Boulevard

The contractor shall provide all traffic control devices necessary for the Fairmount Boulevard work in accordance with the MUTCD to provide protection for his workforce and the public. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 5 – Inlet Protection

This item shall include all labor, material, equipment, and services necessary to provide appropriate, functional stormwater inlet protection, as called out in these specifications and detailed in the APWA standard drawings. This work includes, but is not limited to installation, maintenance, removal of accumulated silt, and removal of inlet protection at the end of the work in that particular drainage area. The work provided herein will be measured by each inlet properly protected and will be paid in a like fashion at the bid unit price.

Item No. 6 – Silt Fence

This item shall include all labor, material, equipment, and services necessary to install, maintain, and remove silt fence as shown on the plans and detailed in the APWA standard drawings and as may be directed by the engineer. The work provided herein will be measured by the linear foot along the fence, with payment being made by the linear foot at the unit price.

Item No. 7 – Sediment Log

This item shall include all labor, material, equipment, and services necessary to install, maintain, and remove sediment logs as shown on the plans and detailed in the APWA standard drawings and as may be directed by the engineer. The work provided herein will be measured by the linear foot along the logs, with payment being made by the linear foot at the unit price.

Item No. 8 – Temporary Seeding and Mulching

This item shall include all labor, material, equipment, and services necessary to sow a temporary fast geminating cover crop to provide erosion control in areas that may be vulnerable to erosion and are not ready to receive final seeding due to ongoing construction activities or the time of year is not appropriate. The seeded areas should also be covered with straw or fiber mulch. This item is undistributed and may or may not be required. The work provided herein will be measured by the acre, with payment being made by the acre at the unit price.

Item No. 9 – Construction Staking

This item shall include all labor, material, equipment, and services necessary to provide construction staking and other surveying services necessary for the accurate construction of the project. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 10 – Clearing and Grubbing

This item shall include all labor, material, equipment, and services necessary to remove and dispose of vegetation from within the construction limits or as is indicated on the project plans. The requirements for these removals are contained in the Technical Street Specifications TS-1.1 to TS-2.1.3. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 11 –Removals

This item shall include all labor, material, equipment, and services necessary to remove the improvements and other features in conflict with the proposed work. The requirements for these removals are contained in the Technical Street

Specifications TS-2.1 to TS-2.4. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 12 – Remove and Reinstall Basketball Goal

This item shall include all labor, material, equipment, and services necessary to remove, store, and reinstall the basketball goal as indicated on the plans. The basketball goal shall be installed such that the backboard is square to the concrete area, and the rim shall be 10 feet above the concrete surface. The base of the basketball goal shall be comparable to the existing base. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 13 - Earthwork

This item shall include all labor, material, equipment, and services necessary to grade the site to the elevations shown on the plans. This work consists of but is not limited to hauling, placement, compaction, sub grade preparation, and finish grading. It shall also include the necessary placement and grading of topsoil materials in areas that are to be vegetated. The work provided herein will not be measured for payment but will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 14 – Rock Excavation

This item shall include all labor, material, equipment, and services necessary for the mechanical removal of rock. Rock is defined as being sandstone, limestone, chert, granite, sillstone, quartzite, slate, shale, occurring in its natural undisturbed state, hard and unweathered or similar material in masses more than 1 1/2 yards in volume, in ledges six (6) inches or more in thickness. This work is undistributed and may or may not exist within this project. The work provided herein will be measured by the cubic yard and will be paid in a like fashion at the unit price.

Item No. 15 – Temporary Shoring, 2638 Jennifer Drive

This item shall include all labor, material, equipment, and services necessary to provide shoring to ensure the stability of the excavation adjacent to the existing retaining wall located at approximately station 1+10 to 1+45 on the Jennifer Drive project as described on the project plans. The work provided herein will be measured by the linear foot of shoring utilized and will be paid in a like fashion at the unit price.

Item No. 16 – 4’ x 3’ Type “A” Inlet

This item shall include all labor, material, equipment, and services necessary for the construction of a 4’ x 3’ Type “A” inlet as shown and located on the plans and detailed in the City of Jefferson Standard Drawings. The work will be measured by each inlet constructed and will be paid in a like fashion at the unit price.

Item No. 17 – 6’ x 3’ Type “A” Inlet

This item shall include all labor, material, equipment, and services necessary for the construction of a 6’ x 3’ Type “A” inlet as shown and located on the plans and detailed in the City of Jefferson Standard Drawings. The work will be measured by each inlet constructed and will be paid in a like fashion at the unit price.

Item No. 18 – 4’ x 4’ Junction Box or 4’ Dia. Manhole

This item shall include all labor, material, equipment, and services necessary for the construction of a 4’ x 4’ junction box or the fabrication and installation of a 4’ dia. manhole as shown and located on the plans and detailed in the City of Jefferson Standard Drawings. The work will be measured by each junction box or manhole constructed/installed and will be paid in a like fashion at the unit price.

Item No. 19 – 18” Dia. HP Dual Wall Pipe

This item shall include all labor, material, equipment, and services necessary for the installation of 18” diameter HP dual wall pipe. The pipe shall be installed as shown on the plans and in accordance with the City of Jefferson Standard Drawings. The work shall include all excavation, bedding, and backfill. The work will be measured by the liner foot with payment being made in like fashion at the unit price.

Item No. 20 – 24” Dia. HP Dual Wall Pipe

This item shall include all labor, material, equipment, and services necessary for the installation of 24” diameter HP dual wall pipe. The pipe shall be installed as shown on the plans and in accordance with the City of Jefferson Standard Drawings. The work shall include all excavation, bedding, and backfill. The work will be measured by the liner foot with payment being made in like fashion at the unit price.

Item No. 21 – 30” Dia. HP Dual Wall Pipe

This item shall include all labor, material, equipment, and services necessary for the installation of 30” diameter HP dual wall pipe. The pipe shall be installed as shown on the plans and in accordance with the City of Jefferson Standard Drawings. The work shall include all excavation, bedding, and backfill. The work will be measured by the liner foot with payment being made in like fashion at the unit price.

Item No. 22 – 24” Dia. Reinforced Concrete Pipe

This item shall include all labor, material, equipment, and services necessary for the installation of 24” diameter reinforced concrete pipe. The pipe shall be installed as shown on the plans and in accordance with the City of Jefferson Standard Drawings. The work shall include all excavation, bedding, and backfill. The work will be measured by the liner foot with payment being made in like fashion at the unit price.

Item No. 23 – 30” Dia. Reinforced Concrete Pipe

This item shall include all labor, material, equipment, and services necessary for the installation of 30” diameter reinforced concrete pipe. The pipe shall be installed as shown on the plans and in accordance with the City of Jefferson Standard Drawings. The work shall include all excavation, bedding, and backfill. The work will be measured by the liner foot with payment being made in like fashion at the unit price.

Item No. 24 – Pipe Anchors

This item shall include all labor, material, equipment, and services necessary for the installation of pipe anchors as indicated and detailed on the plans. The work

will be measured by each anchor installed and will be paid in a like fashion at the unit price.

Item No. 25 – 18” Dia. Flared End Section

This item shall include all labor, material, equipment, and services necessary for the installation of an aluminized metal flared end section for an 18” diameter HP dual wall pipe. The end section shall be installed in accordance with the manufacturer's recommendations. The work shall include all excavation, bedding, and backfill. The work will be measured per each section installed and will be paid in a like fashion at the bid price.

Item No. 26 – 24” Dia. Flared End Section

This item shall include all labor, material, equipment, and services necessary for the installation of an aluminized metal flared end section for a 24” diameter HP dual wall pipe. The end section shall be installed in accordance with the manufacturer's recommendations. The work shall include all excavation, bedding, and backfill. The work will be measured per each section installed and will be paid in a like fashion at the bid price.

Item No. 27 – 30” Dia. Flared End Section

This item shall include all labor, material, equipment, and services necessary for the installation of an aluminized metal flared end section for a 30” diameter HP dual wall pipe. The end section shall be installed in accordance with the manufacturer's recommendations. The work shall include all excavation, bedding, and backfill. The work will be measured per each section installed and will be paid in a like fashion at the bid price.

Item No. 28 – Rip Rap

This item shall include all labor, material, equipment, and services necessary for the ground preparation, fabric, and installation of the rip rap specified and detailed in the project plans. The work provided herein will be measured by the ton of stone provided based on tickets submitted to the City at the time the work is undertaken, with payment being made by the ton at the bid price.

Item No. 29 – Subgrade Stabilization

This item shall include all labor, material, equipment, and services necessary to identify and stabilize unsuitable soil encountered within the project limits. In a case where unsuitable material is found, the contractor, under the direction of the engineer shall furnish and place stone (the size of which will be determined by the engineer based on the conditions) as required to provide a stable sub-grade. This item shall also include the removal of the unsuitable material and its disposal off-site. The work provided herein will be measured by the ton of stone provided based on tickets submitted to the City at the time the work is undertaken, with payment being made by the ton at the bid price.

Item No. 30 - 4" Thick Concrete Sidewalk

This item shall include all labor, material, equipment, and services necessary for the construction of 4" thick concrete sidewalk, as shown on the Plans and detailed in the City of Jefferson Standard Drawings and specifications. The work provided herein will be measured by the square yard and will be paid in a like fashion at the unit price.

Item No. 31 – 3” Thick Compacted Stone Base

This item shall include all labor, material, equipment, and services necessary to excavate for, furnish, place, and compact a free draining aggregate base as shown in the typical sections. The material shall meet the gradation of grading A, B, or C as shown on sheet 20.01 of the standard specifications, or a MoDOT Type 5 base. The work provided herein will be measured by the square yard and will be paid in a like fashion at the unit price.

Item No. 32 - Type A Curb and Gutter

This item shall include all labor, material, equipment, and services necessary for the construction of standard type “A” curb and gutter in accordance with the City of Jefferson Standard Details and specifications. The work provided herein will be measured by the linear foot at the base of the curb. Payment will be made by the linear foot at the bid price.

Item No. 33 - 7" Thick Concrete Pavement

This item shall include all labor, material, equipment, and services necessary for the construction of 7" thick concrete street pavement on Jennifer and Cedarbrooke Drives, as shown on the Plans and detailed in the City of Jefferson Standard Drawings and specifications. The work provided herein will be measured by the square yard and will be paid in a like fashion at the unit price.

Item No. 34 - 6" Thick PCC Residential Driveway

This item shall include all labor, material, equipment, and services necessary for the construction of 6" thick concrete residential driveways, as shown on the Plans and detailed in the City of Jefferson Standard Drawings and specifications. The work provided herein will be measured by the square yard and will be paid in a like fashion at the unit price.

Item No. 35 - 6" Thick PCC Residential Approach

This item shall include all labor, material, equipment, and services necessary for the construction of concrete residential drive approaches as shown on the plans and detailed in the City of Jefferson Standard Drawings and specifications. The work provided herein will be measured by the square yard and will be paid in a like fashion at the unit price.

Item No. 36 – Irrigation System Repair

This item shall include all labor, material, equipment, and services necessary to repair or replace portions of the lawn irrigation systems that may be encountered or damaged during the installation of the proposed stormwater or other infrastructure. This shall include but is not limited to control boxes, wiring, piping, or sprinkler heads. The work provided herein will not be measured, rather it will be considered a lump sum unit and will be paid at the lump sum bid price.

Item No. 37 – Permanent Seeding and Mulching

This item shall include all labor, material, equipment, and services necessary for the seeding and mulching of the areas to be vegetated as described in these specifications. The areas that receive erosion control blanket are to be seeded with payment being made with this bid item. The work provided herein will be measured by the acre and will be paid by the acre at the bid price.

Item No. 38 – Erosion Control Blanket

This item shall include all labor, material, equipment, and services necessary for the installation of an extended term erosion control blanket. The blanket shall be double net with a design life of up to 24 months. The areas onto which the blanket is installed shall be graded and seeded prior to the blanket installation. The work provided herein will be measured by the square yard, with payment by the square yard at the bid price.

Item No. 39 – Grass Sod

This item shall include all labor, material, equipment, and services necessary for the placement of turf type fescue sod in the manner described in the Technical Street Specifications TS-22.2. The work provided herein will be measured by the square yard, with payment by the square yard at the bid price.

Item No. A1 – Pipe Abandonment, Cellular Concrete Fill

This item shall include all labor, material, equipment, and services necessary to access, cap, and fill stormwater pipes as indicated on the plans and as specified in these provisions. The pipes shall be completely filled and may require vent/inspection holes to be placed at the ends of the pipe to verify the material placement. This item will be measured by the cubic yard of material placed with payment being made by the cubic yard at the bid price.

Item No. B1 – Pipe Abandonment, Cementitious Grout Fill

This item shall include all labor, material, equipment, and services necessary to access, cap, and fill stormwater pipes as indicated on the plans and as specified in these provisions. The pipes shall be completely filled and may require vent/inspection holes to be placed at the ends of the pipe to verify the material placement. This item will be measured by the cubic yard of material placed with payment being made by the cubic yard at the bid price.