

PROJECT NAME: Lake Saint Louis Police Expansion
Lake Saint Louis, MO 63367

ADDENDUM C

PROJECT #: 21024.10

DATE: January 20, 2023

OWNER: Mr. George Ertle
Lake Saint Louis
200 Civic Center Dr.
Lake Saint Louis, MO 63367

ARCHITECT: M+H Architects
12747 Olive Blvd, Suite 150
St. Louis, MO 63141

THIS ADDENDUM IS ISSUED PRIOR TO THE EXECUTION OF THE CONTRACT AND IS INTENDED TO MODIFY AND/OR INTERPRET THE BIDDING DOCUMENTS BY ADDITIONS, DELETIONS, CLARIFICATIONS AND/OR CORRECTIONS. CONTRACTOR SHALL ACKNOWLEDGE IN HIS PROPOSAL RECEIPT OF THIS ADDENDUM. THIS ADDENDUM SHALL BE MADE A PART OF THE LUMP SUM AGREEMENT CONTRACT DOCUMENTS. THIS ADDENDUM SUPPLEMENTS AND/OR SUPERSEDES THE PLANS, SPECIFICATIONS, AND ALL PREVIOUSLY DATED CONTRACT DOCUMENTS. IN THE CASE OF DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS OR ADDENDA, THE ADDENDA WILL GOVERN.

The following item(s) modify or change the drawings and/or specifications.

BID RFI QUESTIONS

1. For the LSL Police project, the 945 SF building addition on the north side of the project is said to be an Alternate. What happens to that area if the Alternate is not accepted? Does all the parking lot work on the north side still take place or is it just part of the Alternate?
 - a. All improvements on the North side are part of the alternate.
2. On sheet 2.2, detail 7 shows exterior stairs as pan filled stairs....I assume this is meant to be concrete formed stairs and not actual steel pan correct?
 - a. Correct, concrete formed stairs per Civil. Note "Conc. Filled steel pan stair" is incorrect.
3. Specification Section 260762, 1.7, A., 2. Indicates that data outlets, unless otherwise noted, shall be furnished with (2) Cat6 cables, including at wireless access points. Please verify that this statement is correct, because Specification Section 26072, 3.1, B., 2. Indicates quantities of cables to each outlet shall be in accordance with the plans. If two cables are required at each outlet location an additional switch and patch panel will need to be added. Beyond what was noted in Addendum A, RFI Question #9.
 - a. Two (2) data jacks and cables are required at each symbol, unless noted as more on the plans (such as in IT Office P203 which has 4D), as called out in 260762, 1.7, A., 2.
4. Are existing sprinkler drawings available?
 - a. To our knowledge there are no current Record Drawings of the existing fire protection system. The owner may have original building fire protection submittal drawings they would be willing to share.

5. Does the existing attic have a sprinkler system? Will it need one? Will the new attic spaces need a sprinkler system?
 - a. Yes, the existing attic has a fire sprinkler system currently installed and it will remain in service. Yes, the new attic spaces will require a fire sprinkler system. Refer to keyed note 2 on FP1.1.
6. What are the sizes of the existing fire line for connection for the additions and in the attic?
 - a. Refer to keyed note 3 on FP1.1 indicating 4" wet pipe for addition at office. The contractor shall field verify the pipe sizes and locations, but the existing FP system submittal documents indicate there is a 2" blind flange in the attic near Conference C27, a 2-1/2" blind flange above the ceiling in Conference C27 and a 2-1/2" blind flange in the attic near Corridor P151.
7. Are there any hazardous materials that need to be contained or remediated in the existing work spaces?
 - a. The building was constructed in 2004 and to the best of our knowledge there are no hazardous materials within the building.

GENERAL CLARIFICATIONS

Several references have been made in Addendum specification items of ADD 1,2,3. These are synonymous with ADD A,B,C.

ELECTRICAL DRAWING CLARIFICATIONS

Provide two (2) duplex receptacles on the east wall of Dispatch P54 at a location to be determined in the field by the owner. Connect these receptacles to the existing branch circuit currently installed on the east wall of Dispatch P54 outside toilet P129.

Existing outlets are shown since work will be required with new finishes. New outlets have associated panel numbers indicated.

PROJECT MANUAL CLARIFICATIONS

Spec Section	Clarifications/Changes
001000-1	Updated in Add C/3
001000-2	Added in Add C/3
001000-3	Added in Add C/3
001000-4	Added in Add C/3
003000-3	Updated in Add C/3

END OF ADDENDUM C

Attachments:

Specifications: 001000-1, 001000-2, 001000-3, 001000-4, 003000-3

INFORMATION FOR BIDDERS
LAKE SAINT LOUIS POLICE EXPANSION
BID NO. 01-23
LAKE SAINT LOUIS, MISSOURI
Revised 1/20/23 for ADD#3

1. BID GUARANTY:

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

2. OPENING OF BIDS:

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

3. RETURN OF BIDDER'S DEPOSITS:

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

4. FORM OF PROPOSAL:

All bids must be made on the forms provided. The required documents for the bid include the Bid Proposal Form, Bid Bond, & Non-Collusion Affidavit. Failure to provide all the required documents as part of the bid submission shall result in a non-responsive bid ineligible for award consideration. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineations, or otherwise the bid proposal will be voided.

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

corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of his authority. When filed, **ONE COPY** of the bid with the accompanying bid security must be enclosed together in a sealed envelope, clearly marked on the outside with the bid number and project name, addressed to **ATTN: City Clerk, 200 Civic Center Drive, Lake Saint Louis, Missouri**. The bidder shall designate on the bid blank his official address to which all communications can be mailed. No facsimiles will be accepted.

5. **BASIS OF AWARD:**

The City will award the contract to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, the City shall consider: the ability, capacity or skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; the quality, availability of the supplies, or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject to the contract; and the number and scope of conditions attached to the bid.

6. **AWARD OF CONTRACT:**

The City will award the contract within a period not exceeding sixty (60) days after the date of opening the bids, or else will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract of their successful completion of similar projects.

7. **EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign the contract and performance bond and return them to the City within seven (7) days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid guaranty to the City.

8. **PERFORMANCE AND PAYMENT BOND:**

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

9. **RIGHT RESERVED TO REJECT BIDS:**

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

10. COMPLETION TIME:

The Contractor shall commence work immediately after receipt of Notice to Proceed from the City and shall complete all work within the calendar days proposed on the Bid Form. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

11. SURVEYS, PERMITS AND REGULATIONS:

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

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

See Section 2.2.15 of the General Conditions.

12. NO OTHER INTERESTED PARTIES:

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

13. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

14. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the

equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

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

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

15. CONDITIONS IN BIDDER'S PROPOSAL:

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

16. TAXES:

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

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

17. RIGHTS-OF-WAY:

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

18. INSURANCE:

The successful bidder must provide one (1) properly executed certificates of insurance and one (1) copy of the performance and payment bonds filled out on the City's performance bond form, prior to the signing of the contract with the City.

Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the City, the Architect, and the Owner Representative from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-

contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

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

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

The contractor shall comply fully with the requirements of the Workmens' Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

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

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

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

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$1,000,000
 - 2) Injury to more than one person in a single accident \$3,000,000
 - 3) Property damage \$1,000,000

- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$1,000,000

2) Injury to more than one person in a single accident	\$3,000,000
3) Property damage	\$1,000,000

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

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

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

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

- 2) A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project. Contractor to provide a full copy of the policy for Owner review if requested.
- 3) The City, Owner Representative, and Architect must be listed on all Certificates of Insurance as additional insured.
- 4) A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

19. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for the Engineer's approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of local traffic will take place. This schedule shall be updated monthly through the length of the project submitted with each monthly pay application. The Contractor shall meet the schedule requirements of the time of completion found in Article 2 of the included sample Contract Agreement. See also Specification 003000-5 Bidder's Scope of Work for additional information.

20. PRICE TO BE WRITTEN:

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

21. COMPLIANCE:

The successful bidder will be required to comply with the Missouri Division of Labor Standards, General Wage Order Rate, and is made a part of this specification.

The successful bidder shall comply with the requirements of Section 290.550 to 209.580 RSMo (2000), conclusive, when applicable (commonly referred to as Excessive Unemployment).

In accordance with the Missouri Division of Labor Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

In connection with the furnishing of supplies or performance of work under the contract, the Project Consultant agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The contractor and all subcontractors shall agree to the following:

- Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.
- Not to discriminate against any applicant for employment or employee on the basis of age.

22. TRAFFIC CONTROL / SIGNAGE:

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

23. CITY WILL FURNISH:

The City will furnish an electronic version of engineered plans and specifications for the project prior to construction. The contractor is responsible for all construction staking unless otherwise provided. The Contractor will be responsible for maintaining hard copy up to date copies of project plans onsite at all times for Contractor staff, Design Team, Owner and subcontractor reference.

24. CONSTRUCTION COSTS:

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

25. UTILITIES:

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

26. STORM SEWER CONSTRUCTION:

This work shall consist of constructing all storm drainage facilities to the lines, grades, thicknesses and typical cross-sections shown on the plans or established by the Engineer.

All work and materials shall conform to the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, 2009 Edition, and the project specific additions and modifications. All storm sewer pipe shall be minimum of Class III Wall "B" reinforced concrete pipe with rubber "O" ring joints or as shown on the plans as an alternate bid.

All manholes within the limits of the construction shall be adjusted to grade as necessary. Adjustment of manholes outside the limits of the new paving shall not be performed until approved by the City. Existing manholes within the limits of the new pavement shall be adjusted to the new grade by the Contractor prior to any paving work. All covers on all structures shall be cast iron.

It shall be the Contractor's responsibility to perform all necessary inspections and make measurements of the existing drainage structures and to base his bid on the adjusted items accordingly.

Connecting existing sewer pipes to new structures will be considered incidental to the sewer construction. No direct payment will be made for these items of work.

Payment for inlet and junction chamber construction and reconstruction, complete including all materials, equipment, labor, and incidental expenses shall be completely covered by the unit priced bid per each.

27. SAFETY:

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

28. AS-BUILT PLANS:

As-built plans are required for this project.

29. GOVERNING CONSTRUCTION STANDARDS:

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

Storm Sewage Facilities: Standard Construction Specifications for Sewers and Drainage Facilities, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD).

Sanitary Sewage Facilities: SEWER SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District#2.

Roadway Construction: Divisions 200, 300, 400, 500, 600, 700, 800, 900 and 1000 St. Louis County Standard Specifications for Highway Construction, 2007 edition or latest version thereof by the St. Louis County Department of Highways and Traffic.

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

30. ROADWAY LIGHTING:

Not Applicable.

31. TREATED SUBGRADE:

Lime or Fly Ash treated subgrade may be used as part of this contract if included as a separate bid item or if it is listed as incidental to base repair, replacement, or stabilization. This work shall be in accordance with City Standards.

32. POSTAL DELIVERIES:

Not Applicable.

33. TRASH COLLECTION:

Mobilization, rental fees, dump fees, and demobilization of construction dumpsters are to be by this Contractor.

34. INGRESS/EGRESS ACCESS:

The contractor shall provide a means of ingress/egress access to all properties at all times. All temporary roadways and driveways required on the project shall be incidental to the contract (unless otherwise provided) and no additional payment will be made for these items. Reference 003000-1 LSL Preliminary Site Logistics Plan.

35. GROUND RESTORATION:

For this project, all disturbed areas will be vegetated with seed and mulch per City specifications.

36. E-VERIFY REQUIREMENT (HOUSE BILL 1549)

Work Authorization Affidavit: House Bill # 1549 contains Federal requirements prohibiting employment of unauthorized aliens and went into effect on January 1, 2009. Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be turned in with the bids, along with documentation of participation on a federal work authorization program.

37. SAFETY TRAINING:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10-hour Occupational Safety and Health Instruction and safety program within 60 days of the beginning of the work. A penalty of \$2,500 plus \$100 for each worker per day without documentation will be forfeited to the City.

38. NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 37 above.

b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 37 b and c above have elapsed.

c. Violations of Section 37 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

39. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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 to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be turned in with the bids, along with documentation of participation on a federal work authorization program.

40. REQUEST FOR INFORMATION OR CLARIFICATION:

See 0002000 Advertisement for Bid and 003000-5 Bidders Scope of Work for reference.

41. ADDENDA:

All changes, additions, and/or clarifications connected with this proposal will be issued by the City through a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding.

42. LATE PROPOSALS:

Proposals received after the date and hour of the proposal opening shall not be considered.

43. MISTAKES IN PROPOSALS:

If the respondent discovers a mistake in the proposal prior to the date and hour of the proposal opening, he or she may correct the mistake by modifying the proposal in a sealed envelope marked "Revised Proposal" or send the City Clerk a letter to withdraw the proposal. In this case, the modification or withdrawal must reach the City Clerk's office prior to the bid opening.

A mistake in the proposal cannot be considered once a contract is issued.

44. NEGOTIATION:

City staff reserves the right to negotiate any and all elements of this proposal.

45. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

46. GRATUITIES ILLEGAL TO ANY EMPLOYEE:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

47. GRATUITIES ILLEGAL IN SUBCONTRACTING:

It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

SUMMARY OF REQUIRED SUBMITTALS

Submittals by Contractor:

Prior to Construction

- Bid Guaranty Submitted: _____
- Contract Agreement Submitted: _____
- Performance Bond Submitted: _____
- Payment Bond Submitted: _____

- Certificate of Insurance Submitted: _____
- Preliminary Work Schedule Submitted: _____
- E-Verify Affidavit (EA-1, EA-2) Submitted: _____
- List of Subcontractors (2.3.18) Submitted: _____

During Construction

- Requests for Payment (AIA Format)
- Payroll Records
- Product Information on Material Used
- Samples and Results of Tests
- Shop Drawings
- Daily Logs

Prior to Final Payment

- Payroll Records Submitted: _____
- Waiver of Liens Submitted: _____
- Written Notice that work is ready for Final Inspection Submitted: _____
- As-Built Plans Submitted: _____
- Product Information on Material Used Submitted: _____
- Written Warranty Submitted: _____
- Sworn Affidavit that all bills have been paid Submitted: _____
- Sworn Affidavit that all wages have been paid, per Missouri Prevailing Wage Law Submitted: _____
- Proof that any insurance required to remain in force after final payment is currently in effect and will remain in effect Submitted: _____
- Change Order Close Out Agreement Submitted: _____

Submittals by Owner / Architect / Construction Manager:

- Tax Exemption Certificate Submitted: _____
- Notice to Proceed Submitted: _____
- Shop Drawings to City Submitted: _____
- Final Certificate that Work is Complete Submitted: _____
- As-Built Drawings to City Submitted: _____

**LSL POLICE EXPANSION
CONTRACT BETWEEN
CITY OF LAKE SAINT LOUIS
AND
TBD**

This agreement, made the ____ day of _____, 2023, and between _____ **(TBD)**, Party of the First Part, hereinafter called the "Contractor", and CITY OF LAKE SAINT LOUIS, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled **LSL Police Expansion** prepared by the City of Lake Saint Louis, 200 Civic Center Drive, Lake Saint Louis, Missouri.

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

ARTICLE 2 – TIME OF COMPLETION

The contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work and shall complete all work within TBD calendar days after the expiration date of such seven (7) day period.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner. Such damages are further described as follows:

- 1) In the event that all Submittals are not received within 90 days from the receipt of the Notice to Proceed, the Contractor shall pay the Owner a sum equal to _____ DOLLARS (\$TBD) per calendar day until they are all received.
- 2) In the event that the Substantial Completion is not achieved within the calendar days agreed upon above, the Contractor shall pay the Owner a sum equal to _____ DOLLARS (\$TBD) per calendar day until Substantial Completion is achieved.
- 3) In the event that all work on the project is not complete within 30 days of the Substantial Completion date, the Contractor shall pay the Owner a sum equal to _____ DOLLARS (\$TBD) per calendar day until Final Completion is achieved. This amount shall be added to the damages outlined in Item 2 if such damages are assessed.

Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer, City, Architect, and Owner Representative for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3 – THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract a Lump Sum in the amount of _____, **(\$XXXXXX.00)** for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4 – PROGRESS PAYMENTS

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

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. **Such applications shall be submitted on standard AIA Document G702 or by invoice on a form approved by the City.** When the satisfactory progress has been completed during the previous month, the Engineer will issue a certificate that such work has been completed and the value thereof and the City will then issue a voucher to the Contractor in the amount of ninety-five (95) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents. The five (5) percent (retainage) which is deducted each month is reserved by the City as partial guaranty of the faithful execution of the Contract by the Contractor. Ninety-eight (98) percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law will be paid to the Contractor upon substantial completion of the work. The remaining retainage will be paid to the Contractor upon final completion of the work.

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

As a consideration for such payment of ninety-five (95) percent, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

It is recognized and accepted by all parties that “As Built” drawings if required by the contract are due prior to certification of substantial completion. No retainage will be paid prior to the submittal and approval of “As Built” drawings required by the contract documents.

ARTICLE 5 – ACCEPTANCE AND FINAL PAYMENT

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared the Contractor will submit to the City a final certificate stating that the work has been completed, under the terms and conditions of the contract, and the amount, based on the final estimate, remaining due the Contractor and submitted to the City. The Engineer shall issue concurrence of final completion or notice to the contractor and written explanation of deficiencies within fourteen calendar days. Upon issuance of concurrence by the Engineer, the City will then accept the work as fully completed and will, not later than thirty (30) days after submittal of Final certificate pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

ARTICLE 6 – OWNERS RIGHT TO WITHHOLD PAYMENT

Nothing in this contract shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

ARTICLE 7 – THE CONTRACT DOCUMENTS

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

ARTICLE 8 – COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract except as expressly listed in the proposal. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee for which the City may be liable, plus reasonable attorney's fee reimbursement for any legal fees incurred in connection therewith.

ARTICLE 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve CONTRACTOR of his primary responsibility for the quality and performance of the work.

ARTICLE 10 – DECISIONS UNDER THIS CONTRACT

The CITY will reasonably determine the acceptability of work performed under this contract, and will reasonably decide all questions which may arise concerning the project. The CITY'S decisions shall be final and conclusive.

ARTICLE 11 – SUCCESSORS AND ASSIGNS

The CITY and CONTRACTOR agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 12 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

CONTRACTOR agrees to save harmless the CITY from all claims and liabilities due to its negligent acts or the negligent acts of its employees, agents or subcontractors.

ARTICLE 14 – NONDISCRIMINATION

CONTRACTOR, with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors. CONTRACTOR will comply with Title

VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of material or equipment, each potential subcontract or supplier shall be notified by CONTRACTOR 'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE 15 – GENERAL CONSIDERATIONS

- A. The City of Lake Saint Louis expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- B. Insurance: CONTRACTOR shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of it services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the CITY from and against any and all liability for loss, damage or expense which the CITY may suffer or for which the CITY may be held liable by reason of any injury (including death) or damage to property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed.

ARTICLE 16 – PREVAILING WAGES

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the **Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof)** applicable to St. Charles County. The latest version of the wage rates can be accessed at: https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO26/26_WO092.pdf. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

In accordance with the Missouri Division of Labor Standards, all workers performing work under this contract must be paid not less than prevailing wage for work performed under this contract (see section 290.250, RSMo).

In accordance with the Missouri Division Labor of Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

ARTICLE 17 – THE CONTRACT DOCUMENTS

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

ARTICLE 18 – SAFETY TRAINING

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour

ARTICLE 19 – NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article 18 above.
- b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Article 18 b and c above have elapsed.
- c. Violations of Article 18 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
- d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed; the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE 20 – AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned, (hereinafter called the "Principal"), an *individual, partnership, or corporation, duly authorized by law to do business as a construction contractor in and _____ (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri, are held and firmly bound unto (hereinafter called the "Obligee"), in the penal sum of (\$ _____) dollars lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas on the ____ day of _____, 20__, the said Principal entered into a written agreement, which agreement is hereby made a part hereof, with said Obligee for the construction of _____ located at _____

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

*Mark out the inapplicable designation

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

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

PRINCIPAL

SURETY

By

By

Title

Title

ATTEST:

(Seal)

E-VERIFY AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as "Contractor"): _____.
1. I am the _____ for Contactor and I have personal knowledge of the facts stated herein.
2. On or about _____, Contactor entered into a contract with the City of Lake Saint Louis ("Lake Saint Louis"), for the provision of _____, as more fully described in _____ (hereinafter referred to as "Contract").
3. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.
4. On or about _____, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security ("DHS") and the Social Security Administration ("SSA"), as referred to in the Revised Statutes of the State of Missouri, § 285.530.
5. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the "Memorandum of Understanding"), Contractor is obligated to verify each employee hired after _____ (hereinafter referred to as the "Enrollment Date"), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.
6. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Lake Saint Louis with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.
7. Contractor affirms that if it is determined that an employee is not eligible to work on the Contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.
8. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the Contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 DEFINITIONS

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

a) Legal and Procedural Documents

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

b) Special Provisions

c) General Conditions of the Contract

d) Detailed Specification Requirements

e) Drawings

2.1.02 **ENGINEER** is the Architect.

2.1.03 **OWNER** is the City of Lake Saint Louis, Missouri.

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

2.1.05 **CONTRACTOR** is the contractor named in the contract documents.

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

2.1.07 **BID GUARANTY:** The cashier's check or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the owner for the construction of the work, if the contract is awarded to them.

- 2.1.08 CONTRACT is the agreement covering the performance of the work described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or material therefore.
- 2.1.09 PERFORMANCE BOND is the approved form of security furnished by the contractor and their surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 2.1.10 SURETY is the person, firm or corporation who executes the contractor's performance bond.
- 2.1.11 SPECIFICATIONS shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.
- 2.1.12 DRAWINGS are those listed in the index to specifications and drawings with all addenda thereto.
- 2.1.13 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to those who serve the notice.
- a) Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.
- 2.1.14 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the contractor for damages to the work resulting therefrom.
- 2.1.15 WORKING DAY: A working day is defined as any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit any major operation of the project for six hours or over unless other unavoidable conditions prevent the contractor's operators. If conditions are such as to stop work in less than six hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.
- 2.1.16 MINIMUM WAGE RATES: The Contractor shall be required to comply with the Requirements of the "Wage Scale Determinations" as provided.
- 2.1.17 OWNER REPRESENTATIVE: NAVIGATE Building Solutions, LLC.

SECTION 2.2 DRAWINGS, SPECIFICATIONS AND RELATED DATA

- 2.2.01 INTENT OF DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The contractor shall do all the work shown on the drawings and described in

the specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvements, ready for use, occupancy and operation by the owner.

- 2.2.02 CONFLICT: If there be conflicting variance between the drawings and the specifications, the provisions of the specifications shall control. In case of conflict between the general conditions of the contract or any modifications thereof and the detailed specification requirements, the detailed specification requirements shall control.
- 2.2.03 DISCREPANCIES IN DRAWINGS: Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the contractor after their discovery of such discrepancies, errors or omissions shall be done at the contractor's risk.
- 2.2.04 ADEQUACY OF DRAWINGS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the drawings and specifications shall be borne by the engineer. The complete requirements of the work to be performed under the contract shall be set forth in drawings and specifications to be supplied by the owner through the Engineer or by the Engineer as representative of the owner. Drawings and specifications furnished shall be in accordance with the contract documents and shall be true and accurate developments thereof.
- 2.2.05 ADDITIONAL INSTRUCTIONS: Further instructions may be issued by the Engineer during the program of the work by means of drawing or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED: Except as provided for otherwise, all required copies of drawings and specifications necessary for the execution of the work shall be furnished to the contractor without charge.
- 2.2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE: One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.
- 2.2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All original or duplicated drawings and specifications and other data prepared by the Engineer shall remain the property of the Engineer and they shall not be reused on other work, but shall be returned to them upon completion of the work.
- 2.2.09 DIMENSIONS: Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the contractor is affected by finish dimensions, these shall be determined by the contractor at the site, and they shall assume the responsibility therefore.

- 2.2.10 MODELS: All models prepared for this work shall become the property of the owner at the completion of the work.
- 2.2.11 SAMPLES: All samples called for in the specifications or required by the Engineer shall be furnished by the contractor and shall be submitted to the Engineer for his (her) approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. See also 2.6.15.
- a.) Samples for Tests: Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.
 - b.) Quality Assurance - Concrete: In order to ensure the quality of the contractor's work, samples of all cast in place concrete shall be collected and tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
 - c.) Quality Assurance - Soils: In order to ensure the quality of the contractor's backfill material, all soils used for backfill shall be tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
- 2.2.12 SHOP DRAWINGS: The contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:
- a) Three copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
 - b) The Engineer shall, within fourteen days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
 - c) The contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

- d) Following completion of such corrections and changes, the contractor shall furnish the Engineer two copies of the shop drawings conforming to the required corrections and changes. The Engineer is to retain one set of drawings and submit the other to the City.

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

- a) The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Engineer may require.
- b) The contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing within a reasonable time. No substitute materials shall be used unless approved in writing.
- c) An addendum will be issued prior to bid opening, identifying manufacturers of approved equipment. Only general contractors can request approval of equal equipment.

2.2.14 EQUIPMENT APPROVAL DATA: The contractor shall furnish one copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a) This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.
- b) Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- c) After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from the Engineer.
- d) Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's contract documents. The approval of the Engineer shall not relieve the contractor from responsibility for deviations from drawings or specifications, unless they have in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve them from responsibility for errors of any sort in the item submitted. The contractor shall check the work described by the catalog data with the Engineer's contract documents for deviations and errors.

- e) It shall be the responsibility of the contractor to insure that the items to be furnished fit the space available. They shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- f) Where equipment requiring different arrangement of connections from those shown is approved. It shall be the responsibility of the contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

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

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

2.2.16 AS BUILT PLANS: As-built plans are required for this project.

SECTION 2.3 ENGINEER-OWNER CONTRACTOR RELATIONS

- 2.3.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.
- 2.3.02 ENGINEER'S DECISIONS: All claims of the owner or the contractor shall be presented to the Engineer for decision which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final.
- 2.3.03 SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he (she) may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications. The contractor shall not suspend operation without the Engineer's permission.

- 2.3.04 INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.
- 2.3.05 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the contractor's expense.
- 2.3.06 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the contractor, and all directions given to the superintendent shall be considered given to the contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the contractor.
- 2.3.07 LANDS BY OWNER: The owner shall provide the lands shown on the drawings upon which the work under the contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.
- 2.3.08 LANDS BY CONTRACTOR: Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the contractor with no liability to the owner. The contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.
- 2.3.09 PRIVATE PROPERTY: The contractor shall not enter upon private property for any purpose without obtaining permission, and they shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments, and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

- 2.3.10 ASSIGNMENT OF CONTRACT: Neither the contractor nor the owner shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or their obligation thereunder, without written consent of the other party.
- 2.3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this contract, before acceptance of the work by the Engineer, the contractor shall remove all of their equipment, tools and supplies from the property of the owner. Should the contractor fail to remove such equipment, tools and supplies, the owner shall have the right to remove them.
- 2.3.12 SUSPENSION OF WORK BY THE OWNER: The work or any portion thereof may be suspended at any time by the owner provided that he gives the contractor five (5) days written notice of suspension, which shall set forth the date on which work is to be resumed. The contractor shall resume the work upon written notice from the owner and within ten days after the date set forth in the notice of suspension. If the owner does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.11.
- 2.3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES: Upon failure of the contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five days written notice to the contractor and receipt of written approval from the Engineer, the owner may, without prejudice to any other remedy he (she) may have, correct such deficiencies.
- 2.3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: The owner shall have the right to terminate the employment of the contractor after giving ten days written notice of termination of the contractor in the event of any default by the contractor and upon receiving written notice from the Engineer certifying the cause for such action. In the event of such termination, the owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means they select.

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

- a) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.
- b) Disregard or violate important provisions of the contract documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- c) Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment thereof.

2.3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT:

The contractor may suspend work or terminate contract upon ten days written notice to the owner and Engineer, for any of the following reasons:

- a) If an order of any court, or public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the contractor or their employees.
- b) If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the general conditions of the contract.
- c) If the owner should fail to act upon any request for payment within thirty days after its approval by the Engineer.
- d) If the owner should fail to pay the contractor any sum within thirty days after its award by arbitrators.

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

2.3.17 SEPARATE CONTRACTS: The owner may let other contracts in connection with the work of the contractor. The contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the contractor's responsibility to inspect all work by other contractors affecting their work and to report to the Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. His (her) failure to notify the Engineer of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive their work. The contractor shall not be responsible for defects of which they could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the drawings.

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

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

- 2.3.19 **WORK DURING AN EMERGENCY:** The contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases they shall notify the Engineer of the emergency as soon as practicable, but he (she) shall not wait for instructions before proceeding to properly protect both life and property.
- 2.3.20 **ORAL AGREEMENTS:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms of obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.
- 2.3.21 **SAFETY:** The contractor shall employ adequate safety procedures and techniques in the performance of their work.

SECTION 2.4 MATERIALS AND WORKMANSHIP

- 2.4.01 **MATERIALS FURNISHED BY THE CONTRACTOR:** All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the contractor.
- 2.4.02 **MATERIALS FURNISHED BY THE OWNER:** Materials specifically indicated shall be furnished by the owner. The fact that the owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the contractor may continue to use it until otherwise directed. If the contractor discovers any defect in material furnished by the owner, they shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The contractor shall be prepared to unload and properly protect all such material from damage or loss. The contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 2.4.03 **STORAGE OF MATERIALS:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the owner or lessee.

- 2.4.04 CHARACTER OF WORKMEN: The contractor shall at all times be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the contractor or sub-contractor who, in the opinion of the Engineer, does not perform their work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.
- 2.4.05 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten days after written notice is given by the Engineer, and the work shall be re-executed by the contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- a) Should the contractor fail to remove work or materials rejected within ten days after written notice to do so, the owner may remove them and may store the material.
 - b) Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.19.
- 2.4.06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 2.4.07 CUTTING AND PATCHING: The contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The contractor shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his (her) direction.
- 2.4.08 CLEANING UP: The contractor shall remove from the owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.
- 2.4.09 GUARANTY PERIOD: The contractor shall warrant all material furnished, equipment furnished, and work performed by them for a period of one year from the date of written acceptance of the work. This warranty shall be documented to the City in writing by an authorized representative of the contractor. Failure of contractor to provide written warranty does not absolve contractor of said warranty. S

SECTION 2.5 PROGRESS AND COMPLETION OF WORK

- 2.5.01 **NOTICE TO PROCEED:** Following the execution of the contract by the owner, written notice to proceed with the work shall be given to the contractor. The contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the owner) with such force as to secure the completion of the work within the time stated in the proposal.
- 2.5.02 **CONTRACT TIME:** The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.
- 2.5.03 **SCHEDULE OF COMPLETION:** The contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the contractor proposes to carry on the work, with dates at which the contractor will start the several parts of the work, and estimated dates of completion of the several parts.
- 2.5.04 **CHANGES IN THE WORK:** The owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.
- 2.5.05 **EXTRA WORK:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the owner as approved by the Engineer. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications or special provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the contractor as required.
- 2.5.06 **EXTENSION OF CONTRACT TIME:** A delay beyond the contractor's control occasioned by an Act of God or act of omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the contractor shall immediately give written notice to the Engineer of the cause of such delay.
- 2.5.07 **USE OF COMPLETED PORTIONS:** The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed

work, the contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 2.6 MEASUREMENT AND PAYMENT

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

2.6.02 REQUESTS FOR PAYMENT: The contractor may submit periodically but not more than once each month a request for payment for work done and materials delivered and stored on the site. The contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the owner title to such materials. Each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less a percentage to be retained as detailed in the Contract Agreement until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed. See also section 2.6.21 and the Contract Agreement.

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

- a) Approve the request for payment as submitted.
- b) Approve such other amounts as he (she) shall decide is due the contractor, informing the contractor in writing of his (her) reason for approving the amended amount.
- c) Withhold the request for payment, informing the contractor in writing of their reasons for withholding it.

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

- a) Pay the request for payment as approved.
- b) Pay such other amount in accordance with Paragraph 2.6.05 as they shall decide is due the contractor, informing the contractor and the Engineer in writing of their reasons for paying the amended amount.
- c) Withhold payment in accordance with Paragraph 2.6.05 informing the contractor and the Engineer of their reasons for withholding payment.

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

- a) Defective work.
- b) Evidence indicating the probable filing of claims by other parties against the contractor.
- c) Failure of the contractor to make payments to sub-contractors, material suppliers or labor.
- d) Damage to another contractor.

2.6.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT: Should the owner fail to pay an approved request for payment within thirty days from the date of approval by the Engineer, and should they fail to inform the Engineer and the contractor in writing of their reasons for withholding payment, the owner shall pay the contractor interest on the amount of the request for payment at the rate of six (6%) percent per annum until payment is made.

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

- a) Replacement of survey benchmarks, reference points and stakes provided by the owner under Paragraph 2.2.15.
- b) Lands by contractor provided in accordance with Paragraph 2.3.08.
- c) Insurance obtained in accordance with Paragraphs 2.7.01 and 2.7.02.
- d) Fire insurance obtained in accordance with Paragraph 2.7.03.
- e) Performance bond obtained in accordance with Paragraph 2.7.04.
- f) Royalties required under Paragraph 2.7.05.
- g) Permits and licenses required of the contractor and sub-contractors.

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

- 2.6.09 **PAYMENT FOR REJECTED WORK AND MATERIALS:** The removal of work and materials rejected under Paragraph 2.4.05 and the re-execution of acceptable work by the contractor shall be at the expense of the contractor, and they shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.
- a) Removal of rejected work or materials and storage of materials by the owner in accordance with Paragraph 2.4.05 shall be paid by the contractor within thirty days after written notice to pay is given by the owner. If the contractor does not pay the expenses of such removal and after ten days written notice being given by the owner of their intent to sell the materials at auction or at private sale and shall pay to the contractor the net proceeds therefrom after deducting all the cost and expenses that should have been borne by the contractor.
- 2.6.10 **PAYMENTS FOR EXTRA WORK:** Written notice of claims for payments for extra work shall be given by the contractor within ten days after receipt of instructions from the owner as approved by the Engineer to proceed with the extra work and also before any work is commenced, except in emergency endangering the life or property. No claim shall be made valid unless so made. In all cases, the contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The owner's order for extra work shall specify any extension of the contract time and one of the following methods of payments:
- a) Unit prices or combinations of unit prices which formed the basis of the original contract.
- b) A lump sum based on the contractor's estimate, accepted by the owner, and approved by the Engineer.
- c) Forced account as described in Section 2.6.20.
- 2.6.11 **PAYMENT FOR WORK SUSPENDED BY THE OWNER:** If the work or any part thereof shall be suspended by the owner and abandoned by the contractor as provided in Paragraph 2.3.13, the contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15%) percent of the value of the abandoned work to compensate for overhead, plant expense and anticipated profits.
- 2.6.12 **PAYMENT FOR WORK BY THE OWNER:** The cost of the work performed by the owner in removing construction equipment, tools and supplies in accordance with Paragraph 2.3.12 and in correcting deficiencies in accordance with Paragraph 2.3.14 shall be paid by the contractor.
- 2.6.13 **PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:** Upon termination of the contract by the owner in accordance with Paragraph 2.3.14, no further payments shall be due the contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of

completing the work including all overhead costs, the excess shall be paid to the contractor. If the cost of completing the work shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The cost incurred by the owner, as herein provided, and the damage incurred through the contractor's default, shall be certified by the owner, and approved by the Engineer.

2.6.14 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon suspension of the work or termination of the contract by the contractor within accordance with Paragraph 2.3.15, the contractor shall recover payment from the owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer. Detailed backup from subcontractors, including invoices, pay applications, labor reports, etc. shall be provided upon request.

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

- a) Testing of samples and materials furnished in accordance with Paragraph 2.2.11 shall be arranged and paid for by the Owner unless noted otherwise.

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

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

2.6.18 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the owner. The contractor's responsibility shall then cease, except as set forth in their performance bond, as required by the guaranty period in accordance with Paragraph 2.4.09 and as provided in Paragraph 2.6.19.

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

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

- a) For all materials purchased by the contractor and used in this specific work, they will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to 15% of the sum thereof.
- b) For all labor and foremen, engaged in the specific operation, the Contractor will receive the prevailing wage and will be paid on the project for each and every hour that said labor and foremen are actually engaged in such work, to which will be added an amount equal to 15% of the sum thereof. In addition the contractor shall be paid a sum equal to the workmen's compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved for the actual amount of the payroll.
- c) For any machine, power, and equipment which it may be deemed necessary or desirable to use, the contractor will be allowed reasonable rental price, which shall be agreed upon before such work is begun for each and every hour that said machinery or equipment is in use on such work, to which sum no percentage shall be added.

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

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

2.6.21 REQUEST FOR PAYMENT FORM: All Requests for Payment shall use AIA Document G702 and G703. Copies of these forms are on the next pages. In the documents, and only these documents, the word architect is to mean engineer.

SECTION 2.7 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

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

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

- 1) Property Damage, Injury or death of one person \$1,000,000
- 2) Injury to more than one person in a single accident \$3,000,000

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

- 1) Property Damage, Injury or death of one person \$1,000,000
- 2) Injury to more than one person in a single accident \$3,000,000

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

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

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

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

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

2.7.04 PERFORMANCE BOND: The Contractor shall, at the time of their execution of the contract, furnish a corporate bond in the sum equal to the contract amount. The form of

the bond shall be as the owner may prescribe and with a surety company authorized to do business in the states where the work is located.

- 2.7.05 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters, patent or copyright is used by the contractor, they shall provide for such use by legal agreement with the owner of the patent or a duly authorized license of such owner, and shall save harmless the owner from any and all loss or expense on account thereof, including its use by the owner.
- 2.7.07 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured by the contractor.
- 2.7.07 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the owner against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.
- 2.7.08 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or white-washed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.
- 2.7.09 PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.
- 2.7.10 CROSSING UTILITIES: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- 2.7.11 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary

accommodations for the use of their employees and those of their sub-contractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer.

NON-COLLUSION AFFIDAVIT

State of _____

Bid # _____

County of _____

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) _____ its affiliates, subsidiaries, officers directors
(Name of Firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important and will be relied on by _____
(Name of Public Entity)

in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____

(Name of Public Entity)

of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____.

My Commission Expires _____

(Notary Public)

SUPPLEMENTAL CONTRACT TERMS

PART 1 GENERAL

1.01 SUMMARY

- A. The Contract Form is LSL POLICE EXPANSION CONTRACT BETWEEN CITY OF LAKE SAINT LOUIS AND [TBD], General Conditions, Special Provisions and as amended by these Supplemental Contract Terms.

1.02 Construction Manager, Navigate Building Solutions

- A. The Construction Manager for the Project shall be Navigate Building Solutions (“Navigate”). All communications between Contractor and Owner shall be through Navigate on behalf of Owner. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner’s representatives George Ertle, City Administrator has the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by George Ertle on behalf of the Owner in order to be effective.

1.03. MODIFICATIONS TO CONTRACT FORM

- A. **The LSL POLICE EXPANSION CONTRACT BETWEEN CITY OF LAKE SAINT LOUIS AND [TBD] is hereby modified as follows:**
 - 1. Replace the first paragraph of Article 1 – SCOPE OF WORK with the following paragraph:
 - (a) The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled LSL Police Expansion prepared by Mitchell and Hugeback Architects, Inc., D.B.A. M+A Architects, 12747 Olive Blvd., Suite 150, St. Louis, MO 63141.
 - 2. Replace the first paragraph of Article 2 – TIME OF COMPLETION with the following paragraph:
 - (a) The Date of Commencement for the Contractor’s Work shall be the date fixed by the Owner’s written Notice to Proceed.
 - 3. Replace the second paragraph of Article 2 – TIME OF COMPLETION with the following paragraph:
 - (a) It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner. Such damages are further described as follows:
 - 1) In the event that all Submittals are not received within 90 days from the receipt of the Notice to Proceed, the Contractor shall pay the Owner a sum equal to FIVE HUNDRED DOLLARS (\$500.00) per calendar day until they are all received.
 - 2) In the event that the Substantial Completion is not achieved within the calendar days agreed upon above, the Contractor shall pay the Owner a sum equal to ONE

THOUSAND DOLLARS (\$1,000.00) per calendar day until Substantial Completion is achieved.

- 3) In the event that all work, including Punch List items, on the project is not complete within 30 days of the Substantial Completion date, the Contractor shall pay the Owner a sum equal to FIVE HUNDRED DOLLARS (\$500.00) per calendar day until Final Completion is achieved. This amount shall be added to the damages outlined in Item 2 if such damages are assessed.
4. Add the following to Article 2 – TIME OF COMPLETION:
 - (a) Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of all work related to new construction and bid alternates (identified as being included in the Contract Sum), and associated Site Work within the number of days identified in this Section.
5. Add the following to Article 3 – THE CONTRACT SUM:
 - (a) The following Bid Alternates are accepted and included as part of the Contract Sum:
 - Alternate No. TBD in the amount of \$TBD
 - Alternate No. TBD in the amount of \$TBD
 - Voluntary Alternate No. TBD in the amount of \$TBD
 - Voluntary Alternate No. TBD in the amount of \$TBD
 - (b) The following Alternates may be accepted by the Owner following execution of this Agreement. The Owner reserves the Right to accept the following alternates through the Change Order Process post-execution of this Agreement for the amounts below. This Contractor must hold prices for these Alternates for a period of Ninety (90) days.
 - Alternate No. TBD in the amount of \$TBD
 - Alternate No. TBD in the amount of \$TBD
 - (c) Unit Prices shall be as submitted in 003000-2 – Supplemental Bid Information.
6. Add the following to Article 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY:
 - (a) Contractor waives all claims for consequential damages against the Owner and Construction Manager arising out of this Agreement and/or the performance of the Owner's obligations thereunder.
 - (b) Claims:

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

Notice of circumstances that could give rise to a Claim must be given to the other party as soon as possible, to enable that party to take action as appropriate to lessen the impact of the potential Claim. The party recognizing a potential claim shall also explore all options and generate suggestions for how to avoid or overcome the impact of the circumstances. If damage cannot be avoided, Claims by either the Owner or Contractor must be initiated by written notice by mail or electronically to the other party. Claims by

either party must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9 above, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

7. Add the following to ARTICLE 14 – NONDISCRIMINATION:
 - (a) Notice of Anti-Discrimination Against Israel Act: Pursuant to Section 34.600, RSMo, A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
8. Add the following to ARTICLE 15 – GENERAL CONSIDERATIONS:
 - (a) Electronic Signatures: Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
9. Delete ARTICLE 17 – THE CONTRACT DOCUMENTS. It is a duplicate of ARTICLE 7.
10. Add the following to the end of the last paragraph in ARTICLE 18 – SAFETY TRAINING:
 - (a) ...Occupational Safety and Health Instruction and safety program within 60 days of the beginning of the work. A penalty of \$2,500 plus \$100 for each worker per day without documentation will be forfeited to the City.

1.04. MODIFICATIONS TO THE GENERAL CONDITIONS

A. The GENERAL CONDITIONS OF THE CONTRACT are hereby modified as follows:

1. Replace a) through e) of Section 2.1.01 CONTRACT DOCUMENTS with the following:
 - a) Legal and Procedural Documents
 1. Advertisement
 2. Information for Bidders
 3. Contract
 4. Exhibit A: General Conditions
 5. Exhibit B: Supplemental Contract Terms
 6. Exhibit C: Proposal
 7. Exhibit D: Bid Guaranty
 8. Exhibit E: Supplemental Bid Information Form
 9. Exhibit F: Scope of Work
 10. Exhibit G: Modification/Explanation to the Change Order Fee

11. Exhibit H: Contract Document Log (Drawings, Specifications and Front Ends)
12. Exhibit J: Performance Bond

2. Add the following definition 2.1.18 FLOAT:
 - (a) 2.1.18 FLOAT: Float is a measurement of time indicating how late any activity or group of activities in a schedule can be completed without impacting the critical path and the scheduled end date of the Project. Float belongs to the Project and is not for exclusive use of the Contractor.
3. Replace 2.2.02 CONFLICT with the following:
 - (a) 2.2.02 CONFLICT: If conflict among various provisions of the Contract Documents is found, and the quality or stringency of the conflicts are not in question, the terms shall be interpreted in the following order of priority:
 - a. Modifications to the Contract
 - b. The Contract
 - c. Special Conditions
 - d. General Conditions

Specifications shall control over Drawings, and details in drawings shall control over large-scale drawings.

4. Add the following to 2.2.03 DISCREPANCIES IN DRAWINGS:
 - (a) In the event of discrepancies or conflicts among or between the Contract Documents or observable conditions exist, the Contractor shall request an interpretation in writing from the Owner and Architect before proceeding with the Work.

If the Contractor fails to request such interpretation from the Architect and Owner, it is presumed that the more stringent, better quality or higher quality requirement is included in the Work. The Contractor shall be responsible for the cost and installation of such requirement at no additional cost to the Owner. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for correctness of such measurements. Any difference which may be found shall be submitted to the Architect for interpretation before proceeding with the Work as a condition precedent to any claim for an increase in the Contract Sum.

Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents and has notified the Architect of and obtained clarification of any discrepancies which have become apparent during bidding or proposal period.

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work and shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the

Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

If the Contractor performs any Work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission or code violation in the Contract Documents of which the Contractor is aware, or which could reasonably have been discovered by the review required by Section B.3 above, without prompt written notice to the Owner and the Architect and request for correction, clarification or additional information, as appropriate, the Contractor does so at its own risk and expense and all claims relating thereafter are specifically waived.

5. Add the following to 2.2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS:

- (a) The drawings, specifications, and other instruments of service are owned by the Owner. The Contractor, Subcontractors, Sub- subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

6. Add the following to 2.3.20 ORAL AGREEMENTS:

- (a) E-mail may be used for routine correspondence but is not sufficient to constitute official notice.

7. Add new subsection 2.3.22 DISPUTE RESOLUTION:

- (a) 2.3.22 DISPUTE RESOLUTION:

The Owner and the Contractor agree that for Claims, disputes and other controversies arising out of, or related to this Agreement, they will attempt to informally resolve such matters in good faith, and include the Architect, as appropriate, in the informal resolution process. In the event a satisfactory resolution cannot be achieved despite the good faith efforts of the parties within a reasonable time, the parties may, but shall not be required, to engage in a formal mediation process, with the mediating agency and the mediating procedures to be mutually agreed upon.

If the described informal resolution process is not successful, and the Owner and the Contractor do not agree to proceed with formal mediation, then either or both of them may pursue litigation as the binding resolution process, consistent with the Governing/Choice of Law and Jurisdiction provision set forth above.

8. Add new subsection 2.3.23 DAMAGE TO UTILITIES:

- (a) 2.3.23 DAMAGE TO UTILITIES:

The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors' operation. The Contractor shall hold and save harmless the City of Lake St. Louis, the Architect, the Engineer and the Construction Manager from damages to any utility facilities interruption of service by it or its subcontractor's operation.

9. Replace 2.5.02 CONTRACT TIME with the following:
- (a) 2.5.02 CONTRACT TIME: The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Contract. Computation of time shall commence on the date of the Owner's written Notice to Proceed.
 - (b) The Contractor has contemplated all adverse weather within the project schedule and the Contract Time. Except for "Unusually Severe Weather, defined as a weather condition more severe than one would reasonably anticipate at the Site based on historical conditions over the past five (5) years as established by the National Weather Service, Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather, except for Unusually Severe Weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather, except for Unusually Severe Weather.
 - (c) The Contractor must conform to the most recently approved Construction Schedule. The Contractor must complete the indicated work or achieve the required percentage of completion, as applicable, with any interim completion dates established in the most recently approved Construction Schedule.
 - (d) The Contractor must maintain at the Site, available to the Owner and the Architect for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Contractor must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.
 - (e) Recovery Clause: If at any time during the course of the work, the Owner reasonably determines that the Contractor has fallen behind the critical path of the schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts. So long as the Contractor has fallen behind schedule for reasons attributable to the Contractor (and not to force majeure events), all costs associated with the recovery of schedule shall be borne by Contractor. If, however, the Contractor is not at fault for the delay in the work (due to force majeure events or other causes that would otherwise entitle the Contractor to an extension of the Contract Time) then the Contractor shall be paid for the costs of recovering schedule pursuant to the provisions of the Contract Documents applicable to changes in the work.
 - (f) The Contractor represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Contractor may not make any claim for delay damages based in whole or in part on the premise that the Contractor would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.
 - (g) The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum. Contractor must substantiate any costs associated with such Owner directive.

10. Add the following to 2.5.03 SCHEDULE OF COMPLETION:

- (a) See also Specification 003000-5 Bidder's Scope of Work for additional requirements for the Project Master Schedule and the short term schedule.

11. Add the following to 2.5.05 EXTRA WORK:

- (a) Change Proposals: The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after the request of the Owner, Architect or Construction Manager or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time. Any proposed adjustment must include detailed documentation, including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, and additional bond cost. Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner in its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the Change Proposal without accepting the Change Proposal in its entirety. See Specification Section 003000-3 Modification/Explanation to the Change Order Fee which shall govern and apply to Change Orders. A Change Order is not effective until the Owner and Architect issue and sign the Change Order.

If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order.

- (b) Construction Change Directive: A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect and Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect and Construction Manager determines, in the Architect's and Construction Manager's professional judgment, to be reasonably justified. The Architect's and Construction Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order.

When the Owner and Contractor agree with a determination made by the Architect and Construction Manager concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

003000-3, Modification/Explanation to the Change Order Fee, shall apply to the costs presented for a Construction Change Directive.

- (c) Prior to approval of the Final Change Order for the Project, Contractor shall execute the Change Order Close Out Agreement, confirming that the Final Change Order represents a final settlement of extra work for the project and no further Change Order Requests are forthcoming.

12. Add the following to 2.5.06 EXTENSION OF CONTRACT TIME:

(a) Delays:

The sole remedy for delays other than Owner caused delays will be non-compensable time extensions for completion of the Work.

The Contractor must provide written notice of any actual or prospective delay promptly, and in no event later than seven (7) days after the occurrence of the event giving risk to such delay. The notice must be given to the Owner and Architect within the specified time. In the case of a Continuing delay, the Contractor must provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice must contain all of the specific information specified below. The Contractor's failure to provide the written notice containing the information specified below within ten (10) days prescribed above will be conclusively deemed a waiver or any claim for delay arising from such occurrence.

The Contractor's notice must identify those portions of the Construction Schedule affected by the delay and must include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation must include, but is not limited to:

- a. a written detailed statement of the reasons and causes for the delay;
- b. inclusive dates of the delay;
- c. specific trades and portions of the Work affected by the delay;
- d. status of Work affected before commencement of the delay;
- e. effect of the delay on available Float;

- f. a critical path method (CPM) analysis demonstrating that the delay has affected an activity then on the critical path at the time of the occurrence of the delay as shown on the most recently approved Construction Schedule; and
 - g. if the Contractor claims that the delay is an excusable delay or compensable delay, evidence that the delay was due to a Force Majeure Event, as defined in the Agreement; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the Owner (excepting actions taken by the Owner to protect the public health or safety or to conform to law) or anyone for whose acts the Owner is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.
 - (b) Neither the Owner nor the Contractor shall be responsible for delays or failures to timely perform if such delay arises out of causes beyond either party's control. If either party shall be delayed from punctually performing any obligation or satisfying any condition under this Agreement as a result of a Force Majeure Event, then the time to perform such obligation or satisfy such condition shall be extended by the period of delay caused by such Force Majeure Event. "Force Majeure Event" means unforeseeable causes beyond Contractor's or Owner's control and without their fault or negligence, including, but not limited to, governmental action or inaction, war, acts of God or of the public enemy, riots, fires, floods, earthquakes, pandemics, epidemics, quarantines, strikes, lockouts, freight embargoes, or Unusually Severe Weather.
 - (c) The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.
13. Add the following to 2.6.02 REQUESTS FOR PAYMENT:
- (a) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.
 - (b) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Contractor shall submit a draft Application for Payment electronically to the Architect and the Construction Manager not later than the 20th day of the invoicing month. Upon receipt of a recommendation for approval from the Architect and Construction Manager, the Contractor shall submit the official Application for Payment to the Architect not later than the first day of a month.
 - (c) Applications for Payments shall include:

- i. Certified payrolls
 - ii. Invoices for all materials, rental equipment, and Contractor's statements (if requested by the Owner)
 - iii. Copies of Contractor's daily log (if not already submitted)
 - iv. Compliance with prevailing wage laws as per annual wage order issued with this contract
 - v. If invoicing for stored materials that have not been delivered to the project site, the following must be provided: proof of stored materials including certificate of insurance for facility where materials are stored, photographs of such materials, materials are labeled with signs indicating materials are "Property of City of Wentzville, Missouri" and copies of invoices for materials from the vendors/supplier.
- (d) With each Application for Payment, the Contractor warrants that title to all Work covered by the Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payment certificates and payment have been made, to the best of Contractor's knowledge, information and belief, are free and clear of all liens, claims, security interests or encumbrances in favor of the Contractor, any Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment related to the Work.
- (e) Certified Payroll Procedures:

The Contractor & each Subcontractor are required to submit one (1) Certified Payroll for each week that work is in progress & must be numbered sequentially. If work is temporarily suspended, the last payroll must be appropriately marked to note that it would be the last payroll until work is resumed. Submitter shall make sure that each payroll is numbered and dated, includes the name of the Project on it as well as the name of the Subcontractor. Provided that all payrolls are numbered sequentially, Contractor will not need to send "No Work" payrolls when no hours are logged for a pay period. Submitter shall label each of the "Final Payrolls" from each Contractor/Subcontractor as such.

The Contractor must submit one (1) certified originals of each weekly payroll within seven (7) days of the payment date of the payroll. The certification may be attached to the payroll or may be on the payroll itself. The Contractor will be considered responsible for submittal of payrolls and certifications for all their Subcontractors on the project. The certification must be properly signed originals. Electronic submittal of certified payrolls is not permitted. Failure to submit these payrolls within the 7-day period will result in delay in submittal of pay applications. All certified payrolls must be certified by an officer of the Contractor. Contractor cannot certify several pay periods with only one payroll certification. This is unacceptable to the Department of Labor. Each certification must also be dated and signed to be valid. Owner would prefer that the certification be signed in a color other than black. Owner can accept Xeroxed payrolls; however, the certifications must each be signed with an original, live signature, not copies.

The employee's full name must be used. Addresses must be listed on certified payrolls. Contractor may not include Social Security numbers of employees on certified payrolls but must assign the employee an identification number and place that identification number on the certified payroll. The identification number can be the last four digits of the employee's Social Security number. Employers (prime Contractors and Subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for labor standards compliance. All deductions must be clearly identified. Only approved deductions should be used in wage rate calculations as

per the Code of Federal Regulations. The US Department of Labor Form LS-57 may be used, as this form complies with all code requirements. If any part of the payroll or payroll certification is illegible or not completely filled out, they will be returned to Contractor for correction and re-submission.

The first time each apprentice appears on a certified payroll, their apprentice certification letter must accompany that certified payroll. Approval of such certified payroll, and the pay application submission, will be delayed if such letter is not included.

- (f) Retainage shall be invoiced and paid upon Final Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.
- (g) Substantial Completion. Substantial Completion is defined to mean and take into account the situation when the Work, or a specific portion of it, is sufficiently complete so that the Owner can occupy or utilize the Work for its intended use. The Contractor shall notify the Owner and the Architect when the Contractor believes that the Work is substantially complete. Upon inspection of the Work and determination among the Owner and Architect that certain items need to be completed or corrected, Contractor shall be given notice to proceed with completion of such items. Contractor shall complete such items within seven (7) calendar days of receiving the notice. Upon Contractor's completion and correction of the remaining items, and upon satisfactory follow-up inspection of the Work by the Owner and Architect, a Certificate of Substantial Completion shall be issued by Architect. To the extent set out in the Certificate of Substantial Completion, the remaining responsibilities of the Owner and the Contractor shall be determined for the matters so included, as well as the time for completion.

The Owner, upon acceptance of the Certificate of Substantial Completion, shall make payment of the amount of the retainage applicable to the Work completed and covered by said Certificate, subject to such adjustments as may be authorized. After Substantial Completion, any payments made to Contractor shall not be subject to any retainage being withheld.

- (h) Final Completion and Payment. Upon completion of the Work, the Contractor shall provide to the Owner and Architect written notice that the Work is ready for final inspection and acceptance, along with Contractor's final Application for Payment. The Work shall then be inspected by the Owner and Architect, and when the Work is found to be acceptable and complete, the Architect shall issue a final Certificate for Payment stating that the Work has been completed in accordance with the Contract Documents.

In order for the final payment and any remaining retainage to become due, Contractor shall submit to the Owner: (i) an affidavit that payrolls, bills for materials and equipment and any other indebtedness connected with the Work which could become the responsibility of the Owner, have been paid or otherwise satisfied; (ii) a certificate showing that any insurance required by the Contract Documents and related documentation to remain in force after final payment, is currently in effect and will be canceled only upon 30 days prior written notice to the Owner; (iii) an affidavit that all wages have been paid, and other requirements have been satisfied, of the Missouri Prevailing Wage Law; (iv) consent of surety to final payment, as applicable; (v) final and unconditional lien waivers signed by Contractor and all Subcontractors; (vi) copies of all as built documents, warranties and equipment manuals as required by the Contract Documents or by the Owner; and (vii) certificate of compliance with all other applicable laws and regulations, and requirements of the Owner. Upon satisfaction of the requirements and procedures and the providing of all affidavits, certificates, lien waivers and other documentation required by the Contract Documents has been completed, the Owner shall make final payment, which shall be the unpaid balance of the Contract Sum, to the Contractor. Acceptance of final payment by the Contractor and by all

Subcontractors shall constitute waiver by those parties of all claims except any previously made in writing.

- (i) The Owner's making of final payment shall constitute a waiver of all claims by the Owner, except those arising from liens, claims, security interests or encumbrances arising out of the Contract Documents and remaining unsettled; failure of the Work to comply with the requirements of the Contract Documents; and the terms of guarantees and/or warranties as may be required by the Contract Documents.

14. Add the following to 2.6.08 PAYMENT FOR UNCORRECTED WORK:

- (a) Architect's and Construction Manager's Compensation for Services to Remedy Defective Work - When the Architect's and Construction Manager's additional services are required because of defective work, neglect, failure, deficiencies, or default by the Contractor, the Contractor shall be responsible to the Owner for the cost of such additional services.

15. Add the following to 2.6.21 REQUEST FOR PAYMENT FORM:

- (a) In the event of a dispute with regard to any item included in an Application for Payment, the Owner shall make payment for items not in dispute and shall have the right to withhold from payment the amount of such disputed item while the parties attempt to resolve the dispute in accordance with the dispute resolution provisions provided for in the Contract Documents.

16. Add the following new subsection 2.6.22 WORK STOPPAGE FOR NONPAYMENT:

- (a) 2.6.22 WORK STOPPAGE FOR NONPAYMENT: The Contractor has no right to stop Work as a consequence of non-payment. In the event of any disagreement between the Contractor and Owner involving the Contractor's entitlement to payment, the Contractor's only remedy is to file a Claim. The Contractor must diligently proceed with the Work pending resolution of the Claim. If, however, an Application for Payment has been approved for payment by the Owner, and the Owner fails to make payment within sixty (60) days of the approval for payment by the Owner, the Contractor may upon ten (10) days written notice to the Owner, stop work if payment is not made by the Owner within ten (10) days following the notice.

17. Add the following subsection to 2.7.01 INSURANCE:

- (a) c) Professional Liability Insurance:
Contractor shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Contractor in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Contractor's consultants. Contractor shall maintain at least the limits of liability in a company satisfactory to the Owner as follows:

\$ 2,000,000 Each Claim/Aggregate

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all contract services rendered by the Contractor. Said insurance shall be continued in effect with an extended period of five years following final payment to Contractor. Such insurance may be maintained on a claims made basis. Contractor

shall provide Owner with a certificate of insurance evidencing such coverage, and such other proof of such insurance as the Owner may reasonably request.

18. Replace 2.7.02 INDEMNITY with the following:

- (a) 2.7.02 INDEMNITY: The Contractor shall indemnify and save harmless the City of Lake Saint Louis, the Architect and the Construction Manager from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reasons of any omission or act of the contractor, its agents or employees, in the execution of the work or in the guarding of it.

19. Replace 2.7.07 PERMITS with the following:

- (a) 2.7.06 PERMITS: Refer to Specification 003000-5 Bidder's Scope of Work for parties responsible for permits.

1.05. MODIFICATIONS TO THE SPECIAL PROVISIONS

- A. The SPECIAL PROVISIONS can be deleted entirely.**

CHANGE ORDER - CLOSE OUT AGREEMENT Lake Saint Louis – Police Expansion

This Change Order - Close Out Agreement, effective [date], is executed between [TBD] (“Contractor”) and the City of Lake Saint Louis (Owner). [TBD] and the City of Lake Saint Louis are party to a written construction contract dated [date] (the “Contract”), respecting services to be provided by [TBD] as a general contractor for Owner in the construction of the Police Expansion at 200 Civic Center Drive, Lake Saint Louis, Missouri (the “Project”).

By this document, the parties wish to express their agreement concerning the close out of all current and outstanding payment obligations under the Contract and all change orders for the Project. The parties agree as follows:

1. Subject to final signature by a City of Lake Saint Louis authority, Owner and [TBD] agree to a **Change Order No. XX**, in the amount of **\$XXX**.
2. With execution of Change Order No. XX, all Change Order Requests submitted by [TBD] have been addressed by either a Change Order or have been rejected with an explanation.
3. The amount set forth in Change Order No. XX comprises the total compensation due [TBD], all Subcontractors, and all Suppliers, for the work under the Contract and any work performed under any change order to the Contract, including impact on unchanged work.
4. By signing Change Order No. XX, [TBD] acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated amount is the full and final payment for all work performed under the Contract and any Change Order to the Contract, plus all payment for any interruption of schedules, extended field overhead costs, delay, and all impact on all other work under the Contract.
5. The signing of Change Order No. XX indicates that Change Order No. XX constitutes agreement for the full mutual accord and satisfaction for all payment obligations under the Contract including any change, and that the charge under Change Order No. XX constitutes the total equitable adjustment owed [TBD], all Subcontractors, and all Suppliers under the Contract and any change order to the Contract. [TBD] on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all rights without exception or reservation of any kind whatsoever to file any further claim related to Owner’s payment obligations under the Contract and any change order to the Contract. No further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause shall rise out of or as a result of Change Order No. XX or the impact of Change Order No. xx on the remainder of the work under the Contract.

[TBD]

City of Lake Saint Louis

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Lake Saint Louis, Missouri
LSL Police Expansion
Modification/Explanation to the Change Order Fee

The maximum that will be allowed for overhead and profit on changes in work shall be as follows, expressed as a percentage of the basic cost of the change. The allowable percentages for profit or overhead may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

To the Contractor and/or its Subcontractor for work performed with their own forces **14%**
To the Contractor for work performed by other than its own forces **6%**
To the Subcontractor/Supplier for work performed with their own forces **14%**
To the Subcontractor/Supplier for work performed by other than its own forces **6%**

Not more than above specified percentages for overhead, **bond, insurance**, profit, and commission will be allowed to be added to the basic cost, regardless of the number of tiers of Contractors, Subcontractors or Sub-subcontractors.

The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify the labor burden. The Owner reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements.

Material, equipment, and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material, equipment and supply credit, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered.

The percentages allowed for overhead and profit herein shall be deemed to include, and no further addition allowed the Contractor, Subcontractor or Sub-subcontractors for: (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance; (3) use or replacement of tools; (4) shop burden; (5) engineering costs; (6) performance (guaranty) and labor/material payment bonds; (7) cost of safety measure (including those imposed by OSHA); (8) permits, unless a new permit type is required; **(9) warranty work.**

Cost changes shall be computed by determining the basic costs enumerated below (as further specified under this Subparagraph), to which the overhead may be added, then the profit figure may be added, and finally adding the sales tax on materials if allowable.

For changes in the Work, the cost shall be determined as provided under this section. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Owner. As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this section.

a) Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen in accordance with established management labor agreements.

- b) Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other costs will be allowed as burden on labor.
- c) Quantities of materials, equipment, and supplies, at their actual costs, with unit costs indicated.
- d) The cost of subcontracted work computed in the same way as provided for under this section.
- e) Overhead, profit and commission as set forth herein.
- f) Applicable sales tax on materials, added after the above computations are complete.

Subcontractors (or Sub-subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to a maximum of five percent (5%). For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.

For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited to the Owner, as approved by the Owner. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the Change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits or for Work the Contractor does not provide or perform, a reasonable overhead, profit or commission credit shall be allowed to the Owner, as determined by the Owner.

If anytime, Contractor is directed to proceed in writing by the Owner or Owner's Representative on a time and material basis for a change. The Contractor must notify Owner's Representative when work is beginning, when it is complete and daily tickets must be submitted as backup documentation. Daily tickets to be signed daily and verified by the Contractor's onsite superintendent and submitted daily to the Owner's Representative. Any change order request submitted without these daily signed tickets will be rejected and will not be compensated.

Additional scope that is authorized to be completed on a T&M basis on behalf of the Owner, shall be documented as follows:

- a) Contractor shall issue daily tickets identifying hours worked, classification of worker, materials used, internally or externally rented equipment, and subcontractors utilized.
- b) The additional scope should be delineated from the base bid scope.
- c) Hours worked shall be verified by the General Contractor's Superintendent and/or Authorized Owner's Representative and indicated by signature on daily work tickets.
- d) There should be a separate ticket for each day that additional scope of work takes place.
- e) Unit costs, material costs and rental rates will be evaluated accordingly to typical market value.
- f) The contractor is responsible for expending costs with the Owner's best interest in mind.