



424 N. Sappington Road Glendale, Missouri 63122 (314) 965-3600 fax (314) 965-4772

GLENWAY DRIVE DRAINAGE IMPROVEMENTS CONSTRUCTION PACKAGE

BID FORM, SPECIFICATIONS AND REQUIREMENTS

**PREPARED BY
DEPARTMENT OF PUBLIC WORKS
CITY OF GLENDALE**

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ADVERTISEMENT FOR BIDS

The office of the City Administrator for the City of Glendale is accepting bids for construction of stormwater system upgrades on Glenway Drive at Queen Anne Place. Copies of the specifications and contract documents are available at Glendale City Hall, 424 N. Sappington Rd, Glendale, Mo 63122 and will be accepted, in a sealed envelope clearly labeled "GLENWAY DRIVE DRAINAGE IMPROVEMENTS", until 11am, Tuesday, July 28, 2026, to be opened and read aloud at a public meeting at that time and place. Bids received after that time will be returned unopened. No faxed bids will be accepted.

INFORMATION FOR BIDDERS

1. SCOPE OF WORK

Improvements include installation of curbs, storm sewer structures, and pipe, as well as associated pavement replacement at and near the intersection of Glenway Drive and Queen Anne Place in Glendale, MO.

2. CITY ACCEPTANCE

The City of Glendale reserves the right to reject any or all bids and to waive any irregularities therein and accept the bid most advantageous to the City of Glendale.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received until 11am, Tuesday, July 28, 2026, and then publicly opened and read aloud at a public meeting that same day. Bids will not be considered unless they are prepared on the bid forms provided by the City of Glendale. Bids shall be enclosed in a sealed envelope clearly labeled "GLENWAY DRIVE DRAINAGE IMPROVEMENTS" and shall be addressed to the City Administrator, City of Glendale, 424 N. Sappington Rd, Glendale, Mo 63122, and endorsed with the name of the Bidder. No faxed bids will be accepted.

4. BID SECURITY

Each bid must be accompanied by a bid security deposit of not less than five percent (5%) of the amount of the gross sum named in the Bid. The deposit shall consist of a bid guarantee bond payable to the City of Glendale.

Bid guarantee bonds of all bidders, except the three (3) lowest bidders, will be returned after the bid opening. The bid guarantee bonds of the three (3) lowest bidders will be returned after the Contract has been executed; all insurance requirements met, and executed performance and payment bonds have been received by the City.

No bid shall be withdrawn prior to ninety (90) days after the opening of the bids. Should the successful Bidder fail or refuse to execute the Construction Contract within ten (10) days after he or she has received Notice of Acceptance of his or her bid, they shall forfeit to the City of Glendale as liquidated damages for such failure or refusal, the security deposited with his or her bid.

5. PERFORMANCE AND PAYMENT BOND

The Contractor shall procure and maintain a performance and payment bond (the "Bond") for the benefit of the City of Glendale ("City") as required by the laws of the State of Missouri and in an amount not less than 100% of the aggregate amount of the Contract. The Bond shall serve as security for the faithful performance of this Contract, including maintenance provisions, and for the payments of all persons performing labor and furnishing materials in connection with this Contract. The premiums on the Bond shall be paid by the Contractor. The Bond shall remain in full force and effect during the life of the Contract and during the term of any warranty required by the specifications and shall be held in the custody of the City of Glendale.

Contractor represents, warrants, and guarantees, and Contractor shall also furnish the City a certificate of authority or some other evidence as deemed appropriate by the City of Glendale establishing, that the Bond is from a surety that is: authorized to do business in the State of Missouri, Authorized to become surety on the bonds or obligations of persons or corporations, solvent with paid-up capital of not less than the applicable amount provided by the laws of Missouri, and if organized outside the State of Missouri, in compliance with all the provisions of Missouri law relating to insurance companies other than life insurance companies. If, at any time, the City shall become dissatisfied with any surety or sureties, or if for any other reason the Bond shall cease to be adequate security for the City, the Contractor shall, within ten days after notice from the City of Glendale, substitute an acceptable bond (the "Additional Bond") in form and sum and signed by other sureties as may be satisfactory to City. The premiums on the Additional Bond shall be paid by the Contractor. All requirements herein applicable to the Bond shall also be applicable to the Additional Bond. No further partial payments to the Contractor shall be deemed due, nor shall be made until the sureties on the Additional bond shall have qualified.

Contractor shall furnish to the City such Bond together with insurance or other documents required by the Contract. The current power of attorney for the persons who sign for any surety company shall be attached to the Bond. The power of attorney shall be sealed and certified with the manual signature will not be accepted by the City of Glendale.

The failure of the Contractor to supply the required Bond along with the evidence of the required insurance coverage and other documents required by the Contractor within ten working days after the executed acceptance is received by the Contractor, or within such extended period as the City of Glendale may grant, shall constitute a default and the City may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the Contractor the difference between the amount of his or her bid and the amount for which a contract for the work is subsequently executed. If a more-favorable bid is received by the re-advertising, the defaulting Contractor shall have no claim against the City for a refund.

The Contractor shall supply the following documents to verify the authenticity of the bonds and bonding company:

- A. Provide a certificate of authority from the Secretary of the State of Missouri concerning the authority of the bonding company.
- B. Provide proof that the bonding company has an "A" rating from BEST's or Standard and Poor's.
- C. Provide written verification from the bonding company that the bond exists and that it is an obligation of the Contractor.

6. NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit to the effect that he or she has not colluded with any person, firm, or corporation regarding any bid submitted. Such affidavit shall be attached to the Bid.

7. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED AFFIDAVIT

- A. Contract agrees to comply with Missouri Revised Statutes section 285.630.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- B. As a condition for the award of this Contract, the Contractor shall, by sworn affidavit and provisions of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- C. The Contractor shall require each subcontractor to affirmatively state in its contract that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, the Contractor shall require each subcontractor to provide the Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The Bidder is expected to carefully examine the site of proposed work, the Specifications, and the Contract Documents before submitting a Proposal. The submission of a Bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents. Any questions should be directed in writing to Terry Jones, Public Works Superintendent, 424 N. Sappington Rd, Glendale, Mo 63122 or at tjones@glendalemo.org.

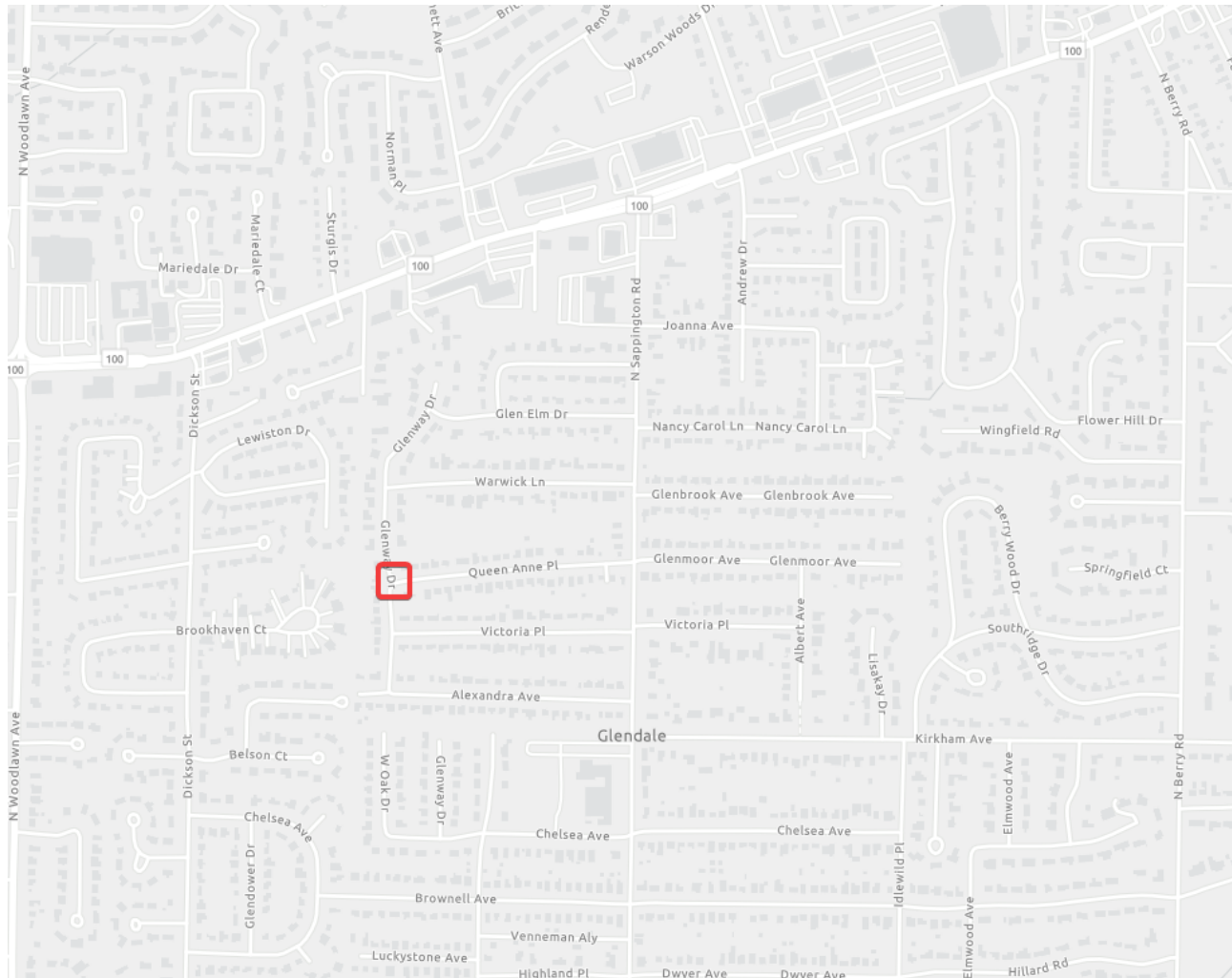
9. AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be made to the lowest responsive, responsible and qualified bidder. The responsibility and qualifications of the bidder shall be determined by the Owner based on, but not limited to, a bidder's financial responsibility, previous experience in the type of work involved, available equipment and personnel, and subcontractors to be used on the project. The Owner will notify the bidders after the bid opening what information, if any is required. The Owner reserves the right to reject any or all bids and to waive any irregularities therein. The successful Bidder will be notified by letter mailed to the address shown on the Proposal, and by telephone to the individual at the telephone number shown on the Proposal, that his or her bid has been accepted and that he has been awarded the Contract.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder agrees that, if this Proposal is accepted, he or she will complete the said work by **October 30, 2026**, and that should he or she fail to complete the work in the time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five Hundred Dollars (\$500.00) per calendar day. Allowances will be made for inclement weather.

11. PROPOSED WORK LOCATION



GENERAL CONDITIONS

1. DEFINITIONS

It is understood that the following terms are defined as follows:

Municipality	City of Glendale
City	City of Glendale
Owner	City of Glendale
Engineer	City Engineer of the City of Glendale or his or her designee
Contractor	Successful Bidder awarded the Contract for the Work

2. WORK AREAS

All work will be in public rights-of-way or easements acquired by the Owner. The Contractor shall provide all additional land necessary for temporary construction operations and for erection of temporary construction facilities and storage of his or her materials, together with right of access to same, if required.

3. PERMITS, LICENSES AND NOTIFICATIONS

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices to residents, utilities, and other agencies necessary and incidental to the due and lawful prosecution of the work.

4. TAX EXEMPTION FOR CONSTRUCTION MATERIALS AND SUPPLIES

This project is exempt from all sales taxes for construction materials and supplies used directly in fulfilling the 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.

5. LAWS TO BE OBSERVED

The Contractor shall, always, observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted after the execution of the contract which, if in any manner, affect the prosecution for the work. The Contractor and his surety shall indemnify and save harmless the Owner and all his representatives, engineers, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

6. PUBLIC SAFETY AND TRAFFIC CONTROL

All work is to be performed in full compliance with the City of Glendale Ordinance No. 315.010 "Authority to Install Traffic Control Devices", and Ordinance No. 315.020 "Manual and Specifications for Traffic Control Devices", which is hereby made a part of this Contract Document.

All traffic and safety devices shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways", American National Standard Institute D6.1-1971. At all times until final acceptance of the work, the Contractor shall provide and maintain at his or her own expense such signs, lights, watchmen, fences, and barriers as may be necessary to properly protect the work and provide for safe and convenient public travel.

The Contractor shall provide, erect, and maintain an adequate number of warning and protection devices along the project to inform and protect the public. Obstructions shall be illuminated during the hours of darkness or have a retro-reflective rating meeting, or exceeding, the American Society of Testing and Materials (ASTM) D-4956 standards and approved by the Federal Highway and Administration (FHWA). Suitable warning signs, as described above, shall be provided to properly control and direct traffic. All street name signs and traffic signs shall be kept in service by the Contractor during the construction period.

Through traffic may be detoured with the approval of the City of Glendale. The Contractor is responsible for all detour signing and routing which must be approved by the City before the detour is established.

The Contractor shall provide the City with the name and telephone numbers of an individual who shall be on 24-hour call for erection and maintenance of the warning and protection devices. The cost of any erection or maintenance of the warning or protection devices by the City Employees may be filed against the Contractor's final statement without notice to the Contractor.

The City shall, in all cases, determine questions which may arise relative to additional safety and control devices.

The Contractor shall immediately replace or install any street name or stop sign that has been removed during construction.

No direct payment, as such, will be made because of these requirements; but the cost thereof will be as incidental to the Contract.

Failure to properly provide safety control devices or replace signs in accordance with this section, the City will issue one verbal warning and an eight-hour grace period for the Contractor to correct the problem. The second infraction, the City will place safety devices at a cost of Fifty (50) dollars per day per safety device. The cost of the safety devices will be deducted from the Contractor's final invoice.

7. PUBLIC CONVENIENCE

The Contractor shall be responsible for informing the residents in any change in access to their property which may differ from any notification the City may or may not have previously provided, sufficiently in advance of such interruption of service so that the resident can take steps to minimize personal inconvenience. The Contractor shall schedule this work, as approved by the Owner, to provide minimum inconvenience to the Public. Private residential driveways shall not be closed for more than two consecutive calendar days except for emergency conditions. Private commercial driveways shall not be completely closed at any time without approval of the City.

The Contractor shall continuously maintain the roadway, private driveways, and commercial driveways for local traffic. All public streets must be always kept open for local traffic. Any maintenance of the roadway or driveways by City Employees may be billed against the Contractor's final statement without any notice to the Contractor.

8. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage. The Contractor shall be responsible for the preservation of all public and private property. He shall make good any damage, injury, or loss. He shall adequately protect adjacent property as provided by law and the Contract.

All survey monuments and property markers shall be carefully preserved in place by the Contractor who shall be responsible for the correct replacement of all such monuments and markers disturbed during the work.

The Contractor shall provide for normal drainage and shall continuously maintain channels, swales, pipes, culverts, and all drainage structures in the project area. The Contractor is responsible for any damage caused by his failure to provide and maintain normal drainage.

9. INSPECTION OF THE WORK

All work, materials, and methods of construction shall be subject to the inspection of the City Engineer or his or her designee, who shall be the judge of the quality and suitability of them for all purposes for which they are used. Acceptance of any material or workmanship shall not serve to prevent subsequent rejection by the Engineer if he finds either or both to be unsatisfactory. The Engineer, or his or her designee, shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. Any work done or materials used to fail to meet the approval of the Engineer shall be replaced by the Contractor at his or her own expense. Inspection by the Engineer is not for the purpose of running the job and does not relieve the Contractor of his or her responsibilities to meet the conditions of the plan and Contract Documents.

All drainage and sewer work may be subject to the inspection of the St. Louis Metropolitan Sewer District. Their authorized representatives shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

10. FINAL INSPECTION AND FINAL PAYMENT

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection; and the Contractor will be notified of any unacceptable work. When all construction provided for and contemplated by the Contractor is found complete to the satisfaction of the Engineer, that inspection shall constitute the final inspection. After the final inspection has been completed and all conditions of the Contract have been satisfied, the City Engineer, or his or her designee, shall execute a certificate that the whole work provided for in the Contract has been completed and accepted by him or her under the conditions and terms thereof, whereupon the entire balance found to be due to the Contractor, including said retained percentage, shall be paid to the Contractor within thirty (30) days after the date of said certificate. All prior partial estimates and payments shall be subject to correction in the final payment.

11. CLEAN-UP, RESTORATIONS, AND REPLACEMENTS

Unless otherwise stipulated, the Contractor shall remove daily from the Owners property and from all public and private property, at his or her own expense, all temporary structures, rubbish, and waste materials resulting from his or her operations; and he or she shall restore and replace the surfaces of such properties to the conditions existing prior to his or her operations. All materials and equipment to be stored on site, with the Engineers approval, will be outside of traffic lanes with proper warning devices. No excavated material shall remain onsite overnight.

12. THE OWNER'S RIGHT TO DO THE WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

13. TERMINATION OF THE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases of which extension of time provided, to supply enough properly skilled workman or proper materials, or if he or she should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinance, or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer, or his or her designee, that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he or she may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such expenses shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default shall be certified by the Engineer.

14. SCOPE OF CONTRACTOR'S WORK

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation, and other facilities necessary for the execution and completion of the work. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, it shall be his or her duty to immediately inform the Engineer, or his or her designee, in writing; and Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

15. CLAIMS FOR DAMAGES

Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time from the first observance of such damage and not later than the time

of final payment, except as expressly stipulated otherwise in the cause of faulty work or materials and shall be adjusted by agreement or arbitration.

16. LIQUIDATED DAMAGES FOR FAILURE OR DELAY IN COMPLETING WORK IN TIME

The time for the completion of the work is specified, and it is an essential part of the Contract. The Contractor will not be entitled to any extension of the Contract time because of unsuitable conditions unless suspension of the work for such conditions was authorized in writing by the Engineer.

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

Time is an essential element of the Contract; and it is, therefore, important that the work be pressed vigorously to completion. Should the Contractor, or in case of default, the surety fail to complete the work within the time specified in the Contract, or within such extra time as may be allowed in the manner set out in the preceding sections, a deduction in an amount of \$500.00 will be made for each and every calendar day that such Contract remains uncompleted after the time allowed for the completions. The said amount set out in the Proposal is hereby agreed upon, not as a penalty, but as liquidated damages for loss to the City of Glendale and the public, after the expiration of the time stipulated in the Contract; and the Contractor and his surety shall be liable for all liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of Glendale or any of its rights under the Contract.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of Contract time based upon the ratio cost of such additional work bears to the Contract price unless it can be established that the extra work was of such character that it required more time than is indicated by the money value. In such cases, the reasonable time required may be allowed.

The Contractor shall be liable for liquidated damages chargeable under the Contract when the work is being completed by the City by reason of default of the Contract unless the delay is due to the negligence of the City. A delay in any part of the work or in the final completion of the project caused by the City or its agents shall not void the provisions of the Contract as to liquidate damages. Any such delay by the City or its agents will be compensated for only by the extension of contract time.

An extension of Contract time will not be given due to weather conditions, unless such weather conditions (temperature, snow, or rain) for any 30-day period are, on the average for the 30

days, more severe than the average for the same 30 day period for the previous 30 years, as established by NOAA for the area of the project.

National Oceanic and Atmospheric Administration (NOAA)
U.S. Department of Commerce
National Climatic Data Center
Federal Building
Asheville, North Carolina 28801
(704) 259-0682

In requesting an extension of time for severe weather conditions, the Contractor shall present complete records and averages referred to above and such request shall document how the weather conditions delayed the work in progress. Request must be made within 30 days of the occurrence.

Severe weather shall be defined as the total of actual days, in any period, in excess of the normal expected for the same period based upon the following criteria:

Precipitation greater than 0.01"

Snow greater than 1" depth

Temperature maximum 32 degrees and below

It is recognized that temperature variations in rain and or snow occurs in the various seasons of the year; and the Contractor shall allow for this in scheduling of his or her work, allowing the average number of days work stoppage of the various trades due to such weather conditions, without the necessity of extending the Contract completion date.

17. CONTRACTOR'S PLAN OF OPERATIONS

The Contractor shall vigorously pursue the work to completion. To ensure that the work will proceed continuously through the succeeding operation to its completion with the least possible interference to traffic and inconvenience to the public, the Contractor shall submit for approval a complete, detailed schedule of his or her proposed construction procedure stating the time and sequence of his or her various operations of work, his or her traffic and detouring plan, and a signing and barricading plan. The Contractor shall not begin construction activities until approval from the Owner of his or her proposals.

18. CHARACTER OF WORKMEN, SUPERINTENDENT

The Contractor shall always have on the work, as his or her agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Any person employed by the Contractor or by the subcontractor who, in the opinion of the Engineer, does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at written request of the Engineer, be removed forthwith by the Contractor or subcontractor and shall not again be employed in any portion of the work without approval of the Engineer.

19. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer; and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, upon receipt of an order as described above, shall proceed with the work. In such case and under case #3, he shall keep and present in such form as the Engineer may direct, a correct amount of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount due to the Contractor, including reasonable allowance for overhead and profit. Pending final determination of value, payment on account of changes shall be made on the Engineers' estimate.

20. STATUS OF THE CITY ENGINEER

The work shall be always subject to the supervision and direction of the Engineer, or his or her designee. To prevent disputes and litigation, it is mutually agreed that the Engineer shall, in all cases, determine the amount or quantity of the various items of work, and the quality of materials and workmanship to be paid for under this Contract, and he shall decide all questions which may arise relative to the performance of the work covered by the Contract. Any doubt as to the meaning of the specifications and the drawings and any obscurity or discrepancy as to their wording and intent will be explained by the Engineer, and this explanation shall be final and binding by both parties of this Contract. The Engineer may amend or correct any errors or omissions in the plans and specifications, when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

21. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not; and the Contractor shall promptly replace and re-execute all unacceptable work in accordance with the contract and without expense to the Owner. Upon failure of the Contractor to comply with any order of the Engineer to remove and replace unacceptable work, the Engineer will have the authority to cause said work to be removed and replaced and to deduct costs from any monies due or to become due to the Contractor.

22. CONTRACTOR'S CERTIFICATION REGARDING SETTLEMENT OF CLAIMS

The Contractor shall, by affidavit, certify to the City of Glendale that all bills and claims properly due and chargeable against the work have been satisfied and shall release the City of Glendale from all further claims. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the city of Glendale from any and all claims or liabilities for anything done or furnished relative to the work or for any neglect on the part of the City relating to or connected with the Contract.

If said affidavit that claims have been paid cannot be given because of a dispute as to the amount or legality of a claim and if the Contractor's affidavit clearly sets out the facts as to (1) the name and address of the unpaid claimant or claimants, (2) the amount of the disputed claim, and (3) a brief statement of the cause of the dispute, the Director of Public Works, with the consent of the surety, then may consent to and make payment of all of the final amounts and percentage due the Contractor if the Director is of the opinion that the claim has not been paid solely because the Contractor is, in good faith, questioning the legality of said claim or its amount and if the Director of Public Works is further satisfied that there is good and sufficient bond to fully protect said claimant.

23. GUARANTEE OF MATERIALS AND CONSTRUCTION

All materials and construction involved in this work shall be guaranteed free from defects owing to faulty material or workmanship for a period of one year after date of acceptance. Any part of work proving defective from these causes, with this period, shall be replaced free of cost to the Owner. Copies of all guarantees must be furnished to the Owner before final acceptance of the work.

24. RESPONSIBILITY FOR THE WORK

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner, the work shall remain at the risk of the Contractor; and said Contractor shall be required to repair, replace, renew, and make good, at his or her own expense, all damages caused by force, vandalism, or violence of the elements or any other cause whatsoever provided; however, that in such cases the Contractor shall be entitled to a reasonable extension of time which to complete said work. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, for normal drainage, and shall erect any necessary warning signs or barricades at his or her own expense. The Contractor shall properly and continuously maintain the roadway and private driveways for local traffic.

25. USE OF AMERICAN MADE PRODUCTS

The City of Glendale encourages the use of American made products on Public Works projects more than \$5,000. These products are to be used whenever the quality and price are comparable with other goods.

26. EQUAL OPPORTUNITY EMPLOYMENT

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of

training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for Contract termination.

27. ACCIDENT PREVENTION: OSHA

In the performance of this Contract, the Contractor shall comply with all applicable Federal, State, County, and local laws governing safety, health, and sanitation. The Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of this Contract to work in surroundings or other working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined under Construction Safety and Health Hazards Title 29, Code of Federal Regulations, Part 1926.

28. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not commence work under this Contract unless he or she has obtained the insurance required under this paragraph, and such insurance has been approved by the Owner, nor shall the Contractor permit any subcontractor to commence work on his or her subcontract until the insurance required of the subcontractor has been so obtained and approved.

A. Workman's Compensation

The Contractor shall furnish evidence to the City of Glendale that, with respect to the operations he or she performs, he or she carries Workmen's Compensation Insurance, in addition to Employer's Liability Insurance.

B. Contractor's Bodily Injury Liability and Property Damage

The Contractor shall furnish evidence to the City of Glendale that, with respect to the operations he or she performed, he or she carries regular Contractor's Bodily Injury Liability insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of \$1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total or aggregate limit of \$1,000,000.00 for all damages arising out of injury to or destruction of property during the policy period.

Policy requirements shall be such that insurance provided in compliance with Contractor's Bodily Injury and Property Damage Liability Insurance shall cover liability of the Contractor for damage because of bodily injury to or death of persons and injury to or destruction of property which may be suffered by persons other than his or her own employees because of the negligence of the Contractor in performing the work covered by his or her Contract. Policy requirements shall also be such that insurance provided in compliance with Contractor's Property Damage Liability Insurance shall include liability of the Contractor for damage to or destruction of property which may be suffered by persons other than his or her own employees as a result of blasting operations, tunneling, or similar underground work, and demolition operations of the Contractor in performing the work covered by his or her Contract. Explosion, collapse, and underground insurance with limits of not less than \$1,000,000.00 bodily injury and \$1,000,000.00 property damage is required from contractors or subcontractors who are

involved in this type of work under this contract.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

If the Contractor elects to provide single limit coverage's, the limit shall not be less than \$1,000,000.00 for bodily injury or death and \$1,000,000.00 for damages arising out of injury to

or destruction of property. If he or she elects to provide single limit coverage for combined damages arising out of bodily injury or death and injury to or destruction of property, the limit shall not be less than \$1,000,000.00.

C. Insurance With Other Than Missouri Companies

Any insurance policy required as specified hereinbefore, if written by an insurance company organized in a state other than Missouri, shall be countersigned by a Missouri resident agent of such company. Any certificate or other evidence of insurance, submitted to the City, shall be in a form acceptable to the City. In the case of policies written by companies organized in a state other than Missouri, the certificate of insurance, or other evidence submitted, shall be countersigned by a Missouri resident agent.

D. Certificate of Insurance

All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City.

A certificate of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner. The certificate shall state that the City is named as an additional insured.

29. CONTRACTOR INDEMNIFICATION

The Contractor and its surety shall indemnify and save the owner and all of its officers, engineers, representatives, agents, and employees harmless from all suits, actions, including costs of defense, or claims of any character, name, and description, brought for or on account of any injuries or damages received or sustained by any persons or property, by or from the Contractor, or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in constructing the roadway, or by or on account of any claims or amount recovered from any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, bylaw, ordinance, order, or decree. The Owner may retain from any monies due or to become due to the Contractor such sum or sums as shall be deemed necessary to protect the Owner's interest until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner.

30. MISSOURI PREVAILING HOURLY WAGE RATES

A. The proposal for this Contract shall be based upon the required payment by the Contractor for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections

290.260, RSMo. The applicable Annual Wage Order No 70 is attached hereto and incorporated herein by reference.

- B. Contractor agrees to pay not less than the prevailing hourly rate of wages to all workers performing the work, and Contractor agrees to comply with all related requirements. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed by him or her, together with the actual wages paid to each workman, which shall be open to inspection at all reasonable hours by the representative of the Department of Labor and Industrial Relations of Missouri and the Owner.
- C. The aforesaid prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations of Missouri or by court decision as provided by law during the life of the Contract, and such change shall not be the basis of any claim by the Contractor against the owner nor will deduction or claim be made by the owner against sums due the Contractor by reason of any such change.
- D. Upon completion of the Contract, the Contractor shall submit to the Engineer an affidavit stating that he has fully complied with the Missouri Prevailing Wage Law.
- E. The Contractor shall forfeit as liquidated damages to the Owner the sum of one hundred dollars (\$100.00) for each workman employed by the Contractor or any of his or her subcontractors, for each calendar day, or portion thereof, if such workman is paid less than the prevailing hourly rate of wages for that type of workman or craft for work performed under this Contract.
- F. The Contractor shall submit certified copies of their payrolls to the City of Glendale.

31. OSHA TRAINING PROGRAM

Contractor shall require all of its on-site employees to complete a ten-hour (10) OSHA construction safety program which includes a course in construction safety and health 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, unless such employees of Contractor previously have completed the required program. Contractor shall ensure that any subcontractors comply with those requirements. The Contractor shall forfeit as a penalty to the Owner the sum of two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by the Contractor or any subcontractor, for each calendar day or portion thereof, that such employee is employed without the required training.

The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, RSMo., have elapsed.

JOB SPECIAL PROVISIONS (See Volume 2)

CONTRACTOR

BID PROPOSAL

FOR: Glenway Drive Drainage Improvements

TO: City of Glendale
424 N. Sappington Rd
Glendale, Mo 63122

Pursuant to and in compliance with your Advertisement for Bid, the Information for Bidders, and other documents relating thereto, the undersigned Bidder hereby proposes to furnish all tools, equipment, labor, and materials, and to perform all work necessary in accordance with the Detailed Specifications at the following unit costs:

SPEC. BOOK	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENSION
STLCO	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
STLCO	304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	SY	27.8		
STLCO	405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	3.2		
STLCO	407-10.27	TACK EMULSIFIED ASPHALT (SS-1H)	GAL	10		
STLCO	502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	27.8		
JSP J	604-12.01	SINGLE CURB INLET, UNTRAPPED	EACH	4		
JSP J	604-12.02	DOUBLE CURB INLET, UNTRAPPED	EACH	1		
STLCO	609-10.10	CONCRETE CURB, TYPE "S"	LF	49		
STLCO	609-30.10	ASPHALT CURB	LF	24		
JSP K	616-99.01	MISC. LUMP SUM TRAFFIC CONTROL	LS	1		
STLCO	619-00.00	MOBILIZATION	LS	1		
MoDOT	627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
STLCO	628-00.30	ROADWAY SIGNS (RELOCATE, PERMANENT)	SF	3.0		
STLCO	726-13.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	96		
STLCO	803-10.00	SODDING	SY	72		
STLCO	806-00.00	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	LS	1		
CONSTRUCTION TOTAL						

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principal are those named herein; that this Proposal is made without collusion or combination of any kind or character with any other person, firm, association, or corporation, or any member or officer thereof.

It is understood by the undersigned that the quantities given in the foregoing itemized Proposal are not guaranteed by the Owner and are used solely for the purpose of comparing bids and awarding the Contract and may or may not represent the actual quantities encountered on the job and that the sum of the products of the quantities listed in the foregoing itemized Proposal multiplied by the unit prices bid shall constitute the total Bid.

The undersigned Bidder agrees that, if awarded the Contract for the above work, he or she will commence construction of the work promptly upon receipt of the Notice to Proceed and will complete the same without delay in accordance with the Contract Documents. The undersigned Bidder further represents that he or she has visited and examined the site of the proposed construction and has carefully examined the Contract Documents which include the Detailed Drawings, Performance Bond, Advertisement for Bids, Information for Bidders, General Conditions, Job Special Provisions, Bid Proposal, Non-Collusive Affidavit of Prime Bidder, Employment of Unauthorized Aliens Prohibited, and Contract Agreement.

2025 overlay: the Advertisement for bid, Information for Bidders, Bid Proposal, Contract Agreement, Performance Bond, General Conditions, Special Provisions, and Detailed Specifications.

2026 Prop S: the Advertisement for bid, Information for Bidders, Bid Proposal, Contract Agreement, Performance Bond, General Conditions, Special Provisions, and Detailed Specifications.

The undersigned Bidder agrees that, if this Proposal is accepted, he or she will complete the said work along by October 30, 2026 and that should he or she fail to complete the work in the time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five Hundred Dollars (\$500.00) per calendar day.

The undersigned Bidder proposes and agrees that, if this Proposal is accepted, to execute the Contract and perform all its terms, covenant, and conditions, all in strict conformity with the Specifications and other Contract Documents and that he will accept in full payment therefore certified by the City of Glendale.

The undersigned Bidder guarantees that the bid bond submitted with this proposal is from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

Name of Bidder
(Corporation, Firm or Individual)

By _____

Signature

Typed or Printed Name

Title

Business Address

Business Telephone Number

ATTEST:

Title

Dated: _____

Attach Corporate Seal, if Applicable

ENCLOSURES: Bid Security, 5% of Bid Amount
 Non-Collusive Affidavit
 Affidavit of Employment of Unauthorized Aliens Prohibited

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)
County of St. Louis) S.S.

_____, being first
duly sworn, deposes and says that:

1. He or she is the (owner, partner, officer, representative, or agent) of
_____, the Bidder
that has submitted the attached Bid;
2. He or she is fully informed respecting the preparation and contents of
the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all
statements made and facts set out in the Proposal are true and correct;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest including this affiant,
has in any way colluded, conspired, connived, or agreed, directly or
indirectly with any other Bidder, firm, or person, to submit a sham bid in
connection with the Contract for which the attached bid has been
submitted or to refrain from bidding in connection with such Contract;
or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other bidder, firm,
or person to fix the price or prices in the attached Bid or of any other
bidder, or to fix the overhead, profit or cost element of the Bid price of
the other bidder, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the City of
Glendale or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper, and
are not tainted by any collusion, conspiracy, connivance, or unlawful
agreement on the part of the Bidder or any of its agents,

representatives, owners, employees, or parties in interest, including this
affiant; and

6. He or she further certifies that Bidder is not financially interested in or
financially affiliated with any other Bidder on this project.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

I, _____, (Contractor Agent), being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by _____ (Contractor) and serve as the _____ (Position with Contractor).
2. I hereby affirm _____ (Contractor's) enrollment and participation in a federal work authorization program with respect to all employees working in connection with any services provided to the City of Glendale. Documentation of participation in a federal work authorization program is attached to this affidavit.
3. _____ (Contractor) does not knowingly employ, hire for employment, or continue to employ an unauthorized alien in connection with the services being provided to the City of Glendale.
4. Furthermore, all subcontractors working on this contract for services to the City of Glendale shall affirmatively state in writing in their contracts with _____ (Contractor) that they are not in violation of Section 285.530.1, R.S. Mo, and shall not thereafter be in violation. Alternatively, the subcontractor shall submit a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

(Contractor Agent)

State of Missouri)
County of St. Louis) S.S.

Subscribed and sworn to me, a notary public, this _____ day of _____, 2026.

Notary Public

My commission expires: _____

CONTRACT

FOR: GLENWAY DRIVE DRAINAGE IMPROVEMENTS

This Contract dated this _____ day of _____, 2026, by and between the City of Glendale, hereinafter called Owner, and _____, (a corporation organized and existing under the laws of the State of Missouri), (a partnership consisting of _____), (or an individual trading under the above name), hereinafter called Contractor.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment, and utility and transportation services to perform the proposed work in strict compliance with the Contract Documents hereinafter enumerated. It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representative.

The Contractor further agrees that he or she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract; and that his or her information was secured by personal investigation and research and not from any estimates of the Owner; and that he or she will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The Contractor expressly warrants that he or she has employed no third person to solicit or obtain this Contract in his or her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he or she has not paid, or promised, or agreed to pay any third person in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him or her hereunder; and that he has not, in estimating of the Contract Price demanded by him or her, included any sum by reason of an such brokerage, commission, or percentage; and that all moneys payable to him here under are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due or to become due here under an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The undersigned Contractor agrees that he or she will complete the said work by October 30, 2026, and that should he fail to complete the work in that time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five Hundred Dollars (\$500.00) per calendar day.

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following unit prices:

SPEC. BOOK	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENSION
STLCO	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
STLCO	304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	SY	27.8		
STLCO	405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	3.2		
STLCO	407-10.27	TACK EMULSIFIED ASPHALT (SS-1H)	GAL	10		
STLCO	502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	27.8		
JSP J	604-12.01	SINGLE CURB INLET, UNTRAPPED	EACH	4		
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STLCO	609-10.10	CONCRETE CURB, TYPE "S"	LF	49		
STLCO	609-30.10	ASPHALT CURB	LF	24		
JSP K	616-99.01	MISC. LUMP SUM TRAFFIC CONTROL	LS	1		
STLCO	619-00.00	MOBILIZATION	LS	1		
MoDOT	627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
STLCO	628-00.30	ROADWAY SIGNS (RELOCATE, PERMANENT)	SF	3.0		
STLCO	726-13.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	96		
STLCO	803-10.00	SODDING	SY	72		
STLCO	806-00.00	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	LS	1		
CONSTRUCTION TOTAL						

This Contract consists of the following component parts, all of which are part and parcel of this Contract and are incorporated in this Contract as full and effectively as if set forth in detail herein:

- | | |
|----------------------------|---|
| 1. Detailed Drawings | 7. Accepted Bid Proposal |
| 2. Performance Bond | 8. Non-Collusive Affidavit of Prime Bidder |
| 3. Advertisement for Bids | 9. Employment of Unauthorized Aliens Prohibited Agreement |
| 4. Information for Bidders | 10. This Contract Agreement |
| 5. General Conditions | |
| 6. Job Special Provisions | |

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in three (3)* counterparts, each of which shall, for all purposes, be deemed an original.

City of Glendale, Missouri
Owner

By _____
(Mayor)

ATTEST:

(City Clerk)

(Contractor)

By _____

ATTEST:

(Title)

The Foregoing Contract is Hereby Approved: _____
(City Administrator)

- *1. City Engineer (or his or her designee)
- 2. City Administrator
- 3. Contractor

With the signing of this document, the contractor certifies that the performance bond and payment bond are issued from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.