



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

# **CITY HALL DRAINAGE IMPROVEMENTS**

## **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 a concrete swale, privacy fencing, and other associated work in the vicinity of City Hall. 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 "CITY HALL DRAINAGE IMPROVEMENTS", until **11am, Thursday, August 5<sup>th</sup>, 2021**, 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. 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.

**2. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received until **11am Thursday, August 5<sup>th</sup>, 2021**, 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 "CITY HALL 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.

**3. 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No bid shall be withdrawn prior to ninety (90) days after the opening of the bids.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.

#### **4. 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.

**5. 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 in regard to any bid submitted. Such affidavit shall be attached to the Bid.

**6. 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.

**7. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK**

The Bidder is expected to examine carefully 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](mailto:tjones@glendalemo.org).

**8. 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.

**9. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Bidder agrees that, if this Proposal is accepted, he or she will complete said work within 35 calendar days of Notice to Proceed 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 unusual inclement weather as stipulated in the General Conditions.

**10. PROPOSED WORK LOCATION**

The proposed work is along the east line of the City Hall property as shown in the construction plans with the majority of the work occurring behind the City Hall building. Site access shall be from the south parking lot, a portion of which shall be reserved for staging of construction materials, equipment, and vehicles. Agreements for limited work on adjacent properties have been acquired. The contractor shall be made aware of the commitments included in these agreements and shall be required to adhere to these commitments.



## **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
M.S.D.	Metropolitan St. Louis Sewer District
Engineer	City Engineer of the City of Glendale or his or her designee
Contractor	Successful Bidder awarded the Contract for the Work

### **2. CONSTRUCTION AREA**

All construction will be on property owned by the City or adjacent property covered by a signed agreement between the property owner and the City. The Owner has designated site access and construction staging areas suitable for completing the proposed work.

### **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, at all times, observe and comply with all Federal and State laws, all local laws, ordinances, and regulations existing at the time of or enacted subsequent to 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 of 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. All excavations three feet or greater in depth and the access and staging area shall be "roped off" with reflective marking tape when not actively under construction.

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.

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 ten 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 kept open for local traffic at all times. 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 failing 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 on this project is owned by the City and not subject to the inspection of the St. Louis Metropolitan Sewer District.

**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 OWNERS 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 CONTRACTORS 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 any and all liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the City 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 definitely 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. CONTRACTORS 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 WORKERS, SUPERINTENDENT**

The Contractor shall have on the work at all times, 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 workers 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 also 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 subject at all times 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 an 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 Contact 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 in excess of \$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 of 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. PUBLIC UTILITIES**

Contractor shall contact all public utility companies and all other agencies prior to start of construction so that they may locate and mark the existing facilities within the project limits. There are no known adjustments or relocations to be performed by the utility companies on this project. The handhole adjustments to match line and grade of the proposed concrete swale as shown on the plans are minor in nature and are expected to be performed by the contractor.

It is understood and agreed that the Contractor has considered in his or her bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him or her due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall use every precaution necessary to prevent damage to all public and private utility wires, lines, pipes, poles, cables, and conduits within the right-of-way. The Contractor shall be responsible for all damage to any utility facility due directly to his or her operations regardless of location; and he or she shall repair and replace as necessary any such damaged facility or make payments to the Owner for repair or replacement.

When the failure of the Owners of utility facilities to cooperate and coordinate their work with that of the Contractor results in actual delays to the Contractor in the overall completion of his or her work, such delay will be considered in the date specified for completion, provided the Contractor notifies the Engineer in writing of the delay at the time it occurs.

**29. 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 as a result 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 on 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 the 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 coverages 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.

**30. 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 Contactor, 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.

**31. HANDICAPPED ACCESSIBILITY**

All buildings, structures, sidewalks, curbs, and facilities shall be designed and constructed for handicapped accessibility in strict accordance with Federal, State, and local regulations. Existing handicapped parking facilities in the City Hall parking lot shall not be obstructed and shall remain accessible throughout the project.

**32. 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.

## SPECIAL PROVISIONS

### A. PLANS AND SPECIFICATIONS

- a. **Description.** The following Special Provisions supplement the current version of the "St. Louis County Department of Highways & Traffic Standard Specifications for Highway Construction," the current version of the "Manual on Uniform Traffic Control Devices for Streets and Highways," in effect on the date of the invitation for bids and the "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" published in the Federal Register on July 26, 2011. All work on this project shall be performed in accordance with the current version of the St. Louis County Standard Specifications and Metropolitan St. Louis Sewer District Specifications, when applicable.

### B. DAILY EARTHWORK DUTY

- a. **Description.** On a daily basis, the contractor shall be responsible for maintaining drainage patterns that avoids the ponding of drainage water.
- b. **Basis of Payment.** There will be no direct payment made to the contractor for complying with this provision.

### C. FIELD VERIFICATION

- a. **Description.** Plan details for this contract work are based upon available plans, marked utilities and field surveys performed in conjunction with plan preparation for this proposed work. No warranty is made on either the accuracy or completeness of these available documents. It is the Contractor's (Bidder's) responsibility to assess the actual field conditions and verify the location of all utilities and verify whichever dimensions are required for the performance of the work.
- b. **Basis of Payment.** There will be no direct payment made to the contractor for complying with this provision.

### D. CLEARING AND GRUBBING

- a. **Description.** This item involves the removal of existing vegetation in the vicinity of the work to be performed. Existing weeds, vines, and vegetative debris shall be removed and disposed of off-site. Care shall be taken to not disturb or damage existing plantings. Existing trees may require pruning of low hanging branches to facilitate installation of the new fence. Branches to be removed shall be marked and approved by the Engineer prior to any removal. Pruning shall be performed by a certified arborist and shall follow standard industry procedures including utilizing the "three cut method" of pruning to avoid damaging the tree.
- b. **Method of Measurement.** No measurement will be made for individual items.

- c. **Basis of Payment.** All costs for materials, equipment, labor, and installation shall be paid for at the contract LUMP SUM unit price for bid item CLEARING AND GRUBBING.

**E. EARTHWORK**

- a. **Description.** This work shall include any excavation, and/or embankment construction required to obtain the required subgrade elevations.
- b. **Construction Requirements.** The contractor shall provide all excavation and/or fill placement required to modify existing site conditions to the required subgrade elevation to complete the construction to the required lines and grades as shown on the plans. All work shall be in accordance with the construction requirements of Section 203.
- c. **Basis of Payment.** All costs for materials, equipment, labor, and installation shall be included in the cost for CLASS A EXCAVATION and be paid for at the contract cubic yard price. No additional compensation will be made to the contractor for any hauling of material to or from the site to complete this work.

**F. PIPE UNDERDRAIN (4" PVC)**

- a. **Description.** This item involves the installation of a perforated PVC pipe, surrounded by aggregate, and filter fabric behind the curb of the concrete swale to collect surface and subgrade drainage.
- b. **Method of Measurement.** This item shall be measured based on the actual length of pipe installed to the nearest foot. Connections to structures or existing pipe, pipe fitting, and filter fabric will not be paid for separately but shall be considered incidental to the installation of the underdrain.
- c. **Basis of Payment.** All costs for materials, equipment, labor and installation shall be paid for at the contract LINEAR FOOT unit price for bid item PIPE UNDERDRAIN (4" PVC).

**G. REPLACE GATE ACCESS**

- a. **Description.** This item involves installing a gate at the south end of the proposed vinyl privacy fence as shown in the contract plans. The style and construction of the gate shall match the proposed fencing. The gate shall latch on the east side and shall be hinged to swing into the east. Hardware shall be black powder coated steel suitable for the weight and required operation of the gate.
- b. **Method of Measurement.** This item shall be measured based on the actual quantity of gates installed.
- c. **Basis of Payment.** All costs for materials, equipment, labor, and installation shall be paid for at the contract unit price per EACH for bid item REPLACE GATE ACCESS and shall include all hardware required to operate the gate.

**H. VINYL FENCE**

- a. **Description.** This item involves installing a vinyl privacy fence as shown in the

contract plans. The style and construction of the fence shall closely match the existing fence south of the project limits. The proposed fence shall be brown in color to mimic the appearance of real wood. The Contractor shall provide the Engineer product specifications and color samples to select from.

- b. **Method of Measurement.** This item shall be measured based on the actual length of fencing installed to the nearest foot.
- c. **Basis of Payment.** All costs for materials, equipment, labor, and installation shall be paid for at the contract LINEAR FOOT unit price for bid item VINYL FENCE.

#### **I. ADJUSTMENT OF PREFORMED PULL BOX**

- a. **Description.** This item involves the adjustment of existing pull boxes to align with line and grade of the proposed concrete swale. This may involve excavation around the pull box and utility lines to raise, lower, or realign the pull box to sit flush with the surface of the concrete swale.
- b. **Method of Measurement.** This item shall be measured based on the actual quantity of pull boxes adjusted.
- c. **Basis of Payment.** All costs for materials, equipment, labor, and installation shall be paid for at the contract unit price per EACH for bid item ADJUSTMENT OF PREFORMED PULL BOX.

## BID PROPOSAL

FOR: CITY HALL 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 order to complete the work in accordance with the plans and specification at the following unit costs:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
105-99.01	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
201-20.10	CLEARING AND GRUBBING	LS	1		
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
203-10.00	CLASS A EXCAVATION	CY	14		
304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	SY	108		
604-17.10	ADJUST SANITARY SEWER CLEANOUT TO GRADE	EA	2		
605-99.01	PIPE UNDERDRAIN (4" PVC)	LF	84		
605-99.02	AGGREGATE FOR DRAINAGE, GRADE 4	CY	5		
607-20.99	REPLACE GATE ACCESS	EA	1		
607-51.72	VINYL FENCE	LF	252		
607-60.48	TEMPORARY FENCE (48")	LF	40		
608-50.96	REMOVE AND REPLACE PAVED APPROACH ( 6")	SY	11		
609-10.61	PAVED DITCH (6" REINFORCED)	SY	76		
619-00.00	MOBILIZATION	LS	1		
726-54.04	4" POLYVINYL CHLORIDE PIPE	LF	5		
726-54.06	6" POLYVINYL CHLORIDE PIPE	LF	58		
803-10.00	SODDING	SY	51		
806-45.00	INLET PROTECTION	LS	1		
902-99.05	ADJUSTMENT OF PREFORMED PULL BOX	EA	2		
<b>TOTAL BASE BID</b>					

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 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 complete said work within 35 calendar days after notice to proceed 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## CONTRACT

### **FOR: CITY HALL DRAINAGE IMPROVEMENTS**

This Contract dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 necessary profile milling and/or application of BP-1 asphaltic leveling courses, and installation of ultrathin bonded wearing surfaces 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 within 35 calendar days after notice to proceed, 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 (\$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:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
105-99.01	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
201-20.10	CLEARING AND GRUBBING	LS	1		
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
203-10.00	CLASS A EXCAVATION	CY	14		
304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	SY	108		
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803-10.00	SODDING	SY	51		
806-45.00	INLET PROTECTION	LS	1		
902-99.05	ADJUSTMENT OF PREFORMED PULL BOX	EA	2		
<b>TOTAL BASE BID</b>					

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. Advertisement for Bids  | 6. Special Provisions      |
| 2. Information for Bidders | 7. Detailed Specifications |
| 3. Accepted Bid Proposal   | 8. Detailed Drawings       |

- 4. Performance Bond
- 5. General Conditions

9. This Contract

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.