



**City of St. Peters, Missouri**  
One St. Peters Centre Boulevard  
P. O. Box 9  
St. Peters, Missouri 63376

## **INVITATION TO BID**

### **CONTRACT DOCUMENTS AND SPECIFICATIONS**

|                                  |   |
|----------------------------------|---|
| Purpose:                         | The City of St. Peters is seeking bids for the removal and replacement of the existing fence and retaining wall located near Birdie Hills Rd and the back of 3 Elm Shadow Court.  |
| Bid No.                          | 24-104 - Retaining Wall and Fence Replacement Project   |
| Contract Documents Available:    | Thursday, November 9, 2023  |
| Deadline for Sealed Submissions: | 2:00 p.m. local time, Tuesday, November 28, 2023<br>Public bid opening at this time at St. Peters City Hall<br>Late or faxed bid proposals will be rejected   |
| Submit Sealed Bids To:           | Purchasing <b>**Write "Bid # &amp; Project Name" in lower left hand corner**</b><br>City of St. Peters<br>One St. Peters Centre Blvd.<br>P. O. Box 9<br>St. Peters, MO 63376  |
| Special Instructions:            | <ul style="list-style-type: none"><li>• <b>Important:</b> Label the lower left corner of your sealed submittal package with the bid number and name</li><li>• Submit one original and one copy of your bid proposal</li><li>• Include with Proposal:<br/>    Sections C &amp; S (with E-Verify)</li></ul> |
| Direct All Inquiries to:         | <a href="mailto:bids@stpetersmo.net">bids@stpetersmo.net</a> with "24-104 - Retaining Wall and Fence Replacement Project" in the subject line<br><b>The last time for questions is before noon local time, Thursday, November 16, 2023</b>  |
| Completion Time:                 | Bidder hereby agrees to commence work under this contract on or after a date to be specified in a written "NOTICE TO PROCEED" of the owner and to fully complete the project within thirty (30) calendar days, as stipulated in the specifications.<br>Liquidated damages of \$100.00 a day will apply.   |

## TABLE OF CONTENTS

| <u>SECTION</u> | <u>DESCRIPTION</u>  | <u>PAGE</u> |
|----------------|---|-------------|
| A              | Advertisement for Bids  | 1           |
| B              | Information for Bidders                                       | 2           |
| C              | Proposal  | 10          |
| D              | Bid Bond  | 15          |
| E              | Agreement   | 16          |
| F              | Payment Bond  | 20          |
| G              | Performance Bond  | 22          |
| H              | Notice of Award   | 25          |
| I              | Notice to Proceed   | 26          |
| J              | Contract Change Order   | 27          |
| K              | General Conditions  | 29          |
| L              | Standard Specifications                                       | 52          |
| M              | Schedule of Drawings  | 57          |
| N              | Special Conditions  | 70          |
| O              | Addenda   | 75          |
| P              | Prevailing Wage Rates   | 76          |
| Q              | Indemnification   | 81          |
| R              | Traffic Control   | 82          |
| S              | Affidavit Enrollment in Federal Work<br>Authorization Program | 83          |
| T              | Additional Provisions   | 85          |

## **SECTION A - ADVERTISEMENT FOR BIDS**

Sealed bids for 24-104 - Retaining Wall and Fence Replacement Project will be received by the City of St. Peters, Purchasing Department, City Hall, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 until 2:00 PM local time, Tuesday, November 28, 2023 and then opened and read aloud.

Contract Documents will be available on Thursday, November 9, 2023 and may be obtained from the City of St. Peters website <https://mo-stpeters.civicplus.com/Bids.aspx>.

All questions regarding this project shall be submitted to the City of St. Peters Purchasing Department in writing to [Bids@stpetersmo.net](mailto:Bids@stpetersmo.net) under the subject line "24-104 - Retaining Wall and Fence Replacement Project" before noon local time, Thursday, November 16, 2023.

The City reserves the right to waive any informality in bidding, and to accept the bid most advantageous to the City.

## **SECTION B – INFORMATION FOR BIDDERS**

### **1. RECEIPT OF PROPOSAL**

All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the bidders shall become the property of the City when received. All bids submitted in response to this invitation for bid shall become the property of the City. All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders received by the City shall be public records subject to disclosure pursuant to Chapter 610, RSMo. The City retains the right to use any or all system ideas presented in any proposal to the invitation to bid, whether amended or not. Selection or rejection of the proposal does not affect this right.

### **2. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received at the time set forth in the formal advertisement for bids. Bids shall be prepared in duplicate and enclosed in a sealed envelope, addressed to the City of St. Peters, bearing on the outside the name of the bidder and his address, the title of the project.

All bids will be publicly opened and read aloud. If forwarded by mail the sealed envelope must be enclosed in another envelope addressed as specified on the proposal form.

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two calendar days from the closing time, no consideration will be given to the telegraphic modification.

### **3. ACCEPTANCE OF BIDS**

The OWNER reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The OWNER reserves the right to reject any and all bids, offers or proposals submitted, or to advertise for new bids. The OWNER reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) calendar days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract documents within ten (10) calendar days after the OWNER issues the Notice of Award.

### **4. BONDS AND INSURANCE**

The successful bidder shall file certificates with the OWNER that he has obtained and will continue to carry Workmen's Compensation Insurance, public and private liability and property damage insurance in the amounts specified herein for the duration of the contract.

## 5. OUT-OF-STATE CONTRACTORS

Contractors who are domiciled outside the State of Missouri and temporarily transact business in the State of Missouri are considered "Transient Employers" and must provide: (a) A copy of the Transient Employer Certificate of Registration, or (b) A copy of a letter from the Department of Revenue stating that said Contractor is not classified as a transient employer. Information and forms can be obtained from State of Missouri Department of Revenue (573) 751-8612, Taxpayer Service Bureau, P.O. Box 3300, Jefferson City, MO 65105-3300.

## 6. START OF WORK

The contractor shall commence work within seven (7) calendar days after the date of written notice from the City to begin work and shall complete all work within the time specified in his proposal.

## 7. BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, the contract documents, and the site upon which the work is to be performed. The Bidder shall not rely on any geotechnical reports performed for the Owner unless the contract documents specifically state that the Bidder may so rely. If the Bidder is uncertain as to the site conditions it must perform its own tests and analysis. A proposal submitted shall be prima facie evidence that the bidder has made such examination and that he is familiar with all the conditions and requirements. All questions regarding this project shall be submitted to the City of St. Peters Purchasing Department in writing to [Bids@stpetersmo.net](mailto:Bids@stpetersmo.net) under the subject line "24-104 - Retaining Wall and Fence Replacement Project" before noon local time, Thursday, November 16, 2023.

## 8. PROPOSAL QUANTITIES

As noted on the proposal form the quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. Final payment will be made on the measured quantities.

## 9. PREPARATION OF PROPOSAL

All proposals shall be made on the form provided in the copy of the specifications and related documents.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, or by one or more of the officers of the corporation submitting it. If an individual makes the proposal, his name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles and business addresses of the President, Vice President, Secretary and Treasurer.

In case of a "unit price" proposal and in the event of a discrepancy between the unit price and the extension thereof, the unit price shall govern.

## 10. INTERDEPENDENT PROPOSALS (TIED BIDS)

A bidder may submit interdependent proposals for two or more contracts let at the same time, provided the following conditions are met:

That each proposal submitted by the bidder shall plainly stipulate "The bidder will not accept an award on this project unless also awarded...", indicating that the grand total of the projects so combined shall be considered in comparison with others bids; OR

That each proposal submitted by the bidder shall plainly stipulate, "If awarded this project along with an award for ....., the bidder agrees to reduce the unit price of each item in this proposal... percent", indicating that the reduction is to be considered when the designated proposal is considered along with the other proposal or proposals submitted by the bidder; OR

That one or more of the proposals submitted by the bidder shall plainly stipulate "The bidder will accept an award of this project only if he is also awarded...", indicating that the indicated combination must be considered.

## 11. WITHDRAWAL OR MODIFICATION OF BIDS

Any bidder may withdraw, modify, or correct his proposal at any time prior to the scheduled closing time for the receiving of bids. However, no bid shall be withdrawn from the scheduled closing time until sixty (60) calendar days after the scheduled closing time.

## 12. COMPETENCY OF BIDDER

No contract will be awarded except to a reasonable bidder who is capable of performing the work. Each bidder may submit with his bid, and in any event, the OWNER may require any bidder to submit the following data:

A statement that the bidder maintains a permanent place of business and address.

A statement of the equipment which the bidder proposes to use on the work, together with a statement of equipment previously listed which the bidder owns and that which he does not own, but which he is certain he will be able to rent or otherwise procure for use on the project.

A financial statement, duly sworn, listing assets and liabilities.

A statement listing projects of similar nature, which the bidder has constructed, or in the construction of which the bidder has actively engaged in a responsible capacity.

## 13. COMPLETION TIME

Work is to be substantially completed and ready for final payment within thirty (30) calendar days of issuance of Notice to Proceed as indicated in the proposal. The contractor is required and expected to contact and coordinate with all utilities located within the project limits, so as to ensure any utility relocation/reconstruction is completed in a manner which allows completion of this contract within the time proposed by the contractor. Progress and completion of work and damage, if required for failure to complete the work within the time required, shall be further set out in detail in the general conditions and the special provisions.

#### 14. SURVEYS, PERMITS AND REGULATIONS

The Contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him or his employees or his work hereunder in his relations to the OWNER or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, or local state or federal authorities without such notice to the Engineer, he shall bear all costs arising therefrom.

#### 15. CONTRACTOR'S REPRESENTATIONS AND UNDERSTANDINGS

It is understood and agree that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, and conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

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

Neither Owner nor the Architect shall be required to furnish Contractor with any information concerning subsurface characteristics or conditions of the areas where the Work is to be performed. When the Owner or Architect has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or information are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience of Contractor and the Contractor agrees it shall not rely upon them. Neither Owner nor Architect assumes any responsibility whatsoever in respect of the sufficiency or accuracy of these investigations or data, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or information are representative of those existing where the Work is to be performed, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. The Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone

company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines, underground storage tanks, and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, tanks, and pipelines.

Execution of the Bid Proposal or Contract by the CONTRACTOR is a representation that the Contract Documents are full and complete, are sufficient to enable the CONTRACTOR to: (a) determine the cost of the Work; (b) to construct the Work as outlined in the Contract Documents, and; (c) to fulfill all of the CONTRACTOR'S obligations hereunder, including, but not limited to, CONTRACTOR's obligation to complete the Work for an amount not in excess of the Contract Sum on or before the date(s) for completion established in the Contract Documents. The CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions affecting the Work. Contractor specifically represents and warrants to the Owner that the CONTRACTOR has, by careful examination, satisfied itself to: (1) the nature, location, and character of the Project and the site, including, without limitation the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

Based on the above, the Contractor acknowledges that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents other than these it has submitted to the Owner in writing before signing this Agreement, and that if the Contractor becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.

It is understood and agreed that the Contractor agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other Contractor.

## 16. ACCEPTANCE OF BID AND AWARD OF CONTRACT

The OWNER will make a final decision regarding acceptance of bids within sixty (60) calendar days after the bids are opened. Should the OWNER not make a decision on the award of contract within sixty (60) calendar days after bids are opened, the bidder may, without penalty, withdraw said bid. Formal written notice of acceptance of the bid will be mailed or delivered to the bidder at the address designated in his bid. If within ten (10) calendar days after acceptance of his bid, the successful bidder shall fail to appear at the office of the OWNER to execute the contract and to furnish the required Contractor's bond, properly signed by the Contractor and the surety or securities satisfactory to the OWNER as hereinafter provided, the bidder shall be deemed in default and shall forfeit his bid security.

## 17. SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS AND SUPPLIES

Pursuant to Senate Bill 477, as enacted by the 87th General Assembly, the OWNER will issue a Sales Tax Exemption Certificate for the purchase of construction materials and supplies. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling this contract. A copy of this exemption certificate and the Owner's Missouri Tax



Exemption Letter must be presented to suppliers in order to purchase construction materials and supplies tax free. Contractors are responsible to ensure that any materials purchased with this certificate are used exclusively on this project. The contractor's accounting records should be sufficient to document the appropriate use of this certificate. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion. If this record keeping is found inadequate by an audit by the Department of Revenue, the contractor shall be responsible for the payment of any taxes and penalties imposed by the Department of Revenue. Any excess materials and supplies on hand after job completion must be either returned to the supplier, or a sales tax return must be filed with the Department of Revenue to pay the sales tax on these excess materials and supplies. The project exemption certificate is not to be used after the expiration date.

If the project is not completed by this date, the contractor shall contact the City and request that a new certificate is issued. The City will then issue an Exemption Certificate with an expiration date that coincides with the revised completion date. An example of the exemption certificate is shown as Item 22 of this section.

## 18. SUSPENSION AND DEBARMENT

When using federal funds, the City of St. Peters shall not award contracts, purchase orders, pass-through grants, or any other means of acquisition to individuals, companies, or delegate agencies that are on the List of Parties Excluded from Federal Procurement & Non-procurement Programs. This rule applies to procurement contracts for goods or services and to all non-procurement transactions, such as sub-awards to sub-recipients. In addition, individuals, companies, or delegate agencies awarded Federally funded contracts by the City of St. Peters may not subcontract with firms on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Bidders and respondents to federally funded solicitations are required to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by a Federal department or agency. A certification form shall be provided to the successful bidder of all Federally funded projects or purchases as part of the contract document package or purchase order acknowledgement forms. This certification must be signed and returned with all other applicable documents.

The City shall also verify this certification by checking the List of Parties Excluded from Federal Procurement and Non-procurement Programs at <https://www.sam.gov> at the time the bids or proposals are received and again just prior to the award.

## 19. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

If the Contract Price is greater than \$5,000, then pursuant to *RSMo. § 285.530*, the bidder/contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## 20. SAFETY TRAINING

The Contractor, and any subcontractor under such contractor, shall require all on-site employees on the Project to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program that 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 that is at least as stringent as an approved OSHA program (the "Safety Course"). All on-site employees are required to complete the Safety Course within sixty days of beginning work on the Project. Any employee found on the Project work site without documentation of the successful completion of the Safety Course shall be given twenty days to produce such documentation before being subject to removal from the Project. In addition, the Contractor shall forfeit to the Owner, two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each calendar day each employee is employed by the Contractor or subcontractor, without the required Safety Course training. When making payments to the Contractor, the Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this requirement. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this requirement.

## 21. BONDS

All bonds that the Contractor is required to provide under the Contract Documents shall be from a surety and in a form that is acceptable to the Owner and shall at least be treasury rated surety licensed in the State of New York or comparable licensure.

22. MISSOURI PROJECT SALES TAX EXEMPTION CERTIFICATE

Authorization for Purchasing Tax Exempt  
Project Construction Materials

EXEMPT ENTITY ISSUING CERTIFICATE:

Name: City of St. Peters, Missouri  
Address: One St. Peters Centre Blvd., P.O. Box 9  
City/State/Zip: St. Peters, MO 63376  
MO Tax Exempt I.D.#: 12493503 Effective Date: 7/11/2002  
Contract Date: \_\_\_\_\_  
Project #/Name Assigned: 24-104 - Retaining Wall and Fence Replacement Project  
Project Description: Removal and replacement of the existing fence and retaining wall  
Project Location: 3 Elm Shadow Court, St. Peters, MO 63376  
Estimated Project Completion Date: \_\_\_\_\_  
Revised Expiration Date: \_\_\_\_\_

The Missouri exempt entity named above, hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated into or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

Authorization Signature:

\_\_\_\_\_  
William J. Malach  
City Administrator

\_\_\_\_\_  
Date

PURCHASING CONTRACTOR/SUBCONTRACTOR

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

INSTRUCTIONS

CONTRACTOR/SUBCONTRACTOR: A completed copy of this exemption certificate, along with the City's Missouri Tax Exemption Letter, must be furnished to each material supplier from which construction materials and supplies for this project are purchased. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion.

MATERIAL SUPPLIER: A completed copy of this exemption certificate, along with the Missouri Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor/subcontractor making purchases of construction materials and supplies for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the same of the exempt entity and the project number or name assigned by the exempt entity.

## SECTION C - BID PROPOSAL

Place: 3 Elm Shadow Court, St. Peters, MO 63376  
Date: \_\_\_\_\_  
Project No: 24-104 - Retaining Wall and Fence Replacement Project

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER") corporation, organized and existing under the laws of the State of Missouri, to the City of St. Peters, St. Peters, Missouri 63376 (hereinafter called "CITY").

The BIDDER, in compliance with your invitation for bids for 24-104 - Retaining Wall and Fence Replacement Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, supplies, and services to perform 24-104 - Retaining Wall and Fence Replacement Project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or after a date to be specified in a written "NOTICE TO PROCEED" of the owner and to fully complete the project within thirty (30) calendar days, as stipulated in the specifications.

CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) for each calendar day thereafter, as hereinafter provided in the General Conditions.

The CONTRACTOR agrees that this Bid Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

**Prevailing Wage Rates** will be required for any for any public works project for which either the engineer's estimate or the bid accepted by the public body for the TOTAL PROJECT COST exceeds seventy-five thousand dollars \$75,000.00.

The TOTAL PROJECT COST shall be based upon the entire project and not individual projects within a larger project. The total project cost shall include the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project. The total project cost shall additionally include all materials and supplies purchased for the project. A public body shall not divide a project into multiple contracts for the purpose of lowering the total project cost below the threshold described in RsMO Section 290.230.(5).

In addition, for any public works project for which the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of sections 290.210 to 290.340 RsMO shall apply only to that portion of the project that was in excess of seventy-five thousand dollars.

Company Name \_\_\_\_\_

**PROPOSAL**

| <b>BASE BID – Modular Block Earth Wall</b> |  |          |      |           |            |
|--|--|----------|------|-----------|------------|
| Item #                                     | Item   | Quantity | Unit | Unit Cost | Total Cost |
| 1  | Mobilization                                   | 1        | LS   | \$        | \$         |
| 2  | Removal of Improvements                        | 1        | LS   | \$        | \$         |
| 3  | Install New Wood Fence (6 Foot Privacy)        | 104      | LF   | \$        | \$         |
| 4  | Restoration (Sod)                              | 70       | SY   | \$        | \$         |
| 5  | Concrete Sidewalk (4" Thick)                   | 55       | SY   | \$        | \$         |
| 6  | Modular Block Alpenstein 20 Wall System (H<6') | 288      | SF   | \$        | \$         |
| <b>Total Items (1-6)</b>                   |  |          |      | <b>\$</b> |            |

**Bidders must provide pricing on Bid Alternate #1 & Bid Alternate #2 to be considered for award. Award of the Base Bid does not guarantee that Bid Alternate #1 or Bid Alternate #2 will be awarded.**

| <b>BID ALTERNATE #1 – Concrete Poured Retaining Wall</b> |                         |          |      |            |
|--|-------------------------|----------|------|------------|
| Item #   | Item                    | Quantity | Unit | Total Cost |
| 7  | Concrete Retaining Wall | 1        | LS   | \$         |
| <b>BID ALTERNATE #2 – Concrete Poured Retaining Wall</b> |                         |          |      |            |
| Item #   | Item                    | Quantity | Unit | Total Cost |
| 8  | Wall Form Liner         | 1        | LS   | \$         |

Company Name \_\_\_\_\_

Workmen Certification

The City seeks to ensure that the highest quality workmanship will be performed on City projects constructed by outside contractors, and to do so, encourages all bidders to use workmen on such projects who have satisfactorily completed a registered apprenticeship program developed and operated in accordance with 29 CFR, Part 29. All such bidders are required to certify in their bids on such City projects the percentage, if any, of their workmen for the project which have satisfactorily completed such a program for the type of work they will be performing.

Does your company provide a registered apprenticeship program?

|     |  |
|-----|--|
| Yes |  |
| No  |  |

Please complete the following table:

| Workmen Classification | % of Workmen Whom Have Completed the Apprenticeship Program |
|------------------------|---|
|                        |   |
|                        |   |
|                        |   |
|                        |   |
|                        |   |
|                        |   |
|                        |   |
|                        |   |

References

BIDDER shall submit three-references, contacts, and phone numbers from similar contracts with others.

---



---



---

Prevailing Wage or Davis Bacon Violations

Has the bidder had any violations relating to Prevailing Wage or the Davis Bacon Act?

|     |  |
|-----|--|
| Yes |  |
| No  |  |

If yes, attach an explanation.

Company Name \_\_\_\_\_

Bidder submits the names of Subcontractors to be used in performing the Work. Bidder certifies that all Subcontractors listed are eligible to perform the Work. Indicate if the Subcontractor has had any violations relating to Prevailing Wage or the Davis Bacon Act. Subcontractors are subject to the approval of the City and may not be changed except at the request or with the approval of the City

---

---

---

Has the subcontractor(s) had any violations relating to Prevailing Wage or the Davis Bacon Act?

|     |  |
|-----|--|
| Yes |  |
| No  |  |

If yes, attach an explanation.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver a surety bond or bonds as required.

**Payment Bond/Performance Bond will be required for any single award of \$50,000.00 or over.** The successful bidder shall furnish at his own expense corporate surety bonds in a sum equal to the full amount of the contract, running to City of St. Peters, Missouri, to ensure the faithful performance of all contract provisions and to ensure prompt payment to those furnishing materials or performing labor. Bonds shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract. These bonds, in part or all, are to be forfeited to the City in the event that the terms of the contract are not met in total by the successful bidder. Costs (if any) of these bonds shall be incorporated in the proposal submitted. Bonds must be furnished to the City within ten days upon award of contract, or bidder shall be deemed in default and award may be cancelled.

Complete and return Section O – Addenda (if applicable) with this proposal.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
E-Mail Address

(SEAL - IF BID IS BY A CORPORATION)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Name  
(Printed Name)

\_\_\_\_\_  
Title:



**SECTION D - BID BOND**

**NOT APPLICABLE**

**SECTION E - AGREEMENT**  
**24-104 - RETAINING WALL AND FENCE REPLACEMENT PROJECT**

THIS AGREEMENT, made and entered into in the City of St. Peters, County of St. Charles, State of Missouri this DATE, by and between the City of St. Peters, Missouri, a Municipal Corporation, hereinafter referred to as CITY, and CONTRACTOR, hereinafter referred to as CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the work for 24-104 - Retaining Wall and Fence Replacement Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the installation and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete the same as directed in the specifications unless amended by CITY.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the amount of CONTRACT AMOUNT.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - Advertisement For Bids
  - Information for Bidders
  - Bid Proposal
  - Bid Bond: N/A
  - Agreement
  - Payment Bond
  - Performance Bond
  - Notice of Award
  - Notice to Proceed
  - Change Order
  - General Conditions
  - Standard Specifications
  - Schedule of Drawings
  - Special Conditions
  - Addendum
  - Prevailing Wage Rates
  - Indemnification
  - Traffic Control
  - Affidavit Enrollment in Federal Work Authorization Program
  - Additional Provisions
  - The Project Drawings

6. The City will pay to the Contract Amount to the Contractor in the manner and at such times as set forth in the Contract Documents.
  - A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 10 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
7. Acceptance of this agreement includes compliance with the 1991 Omnibus Transportation Employee Testing Act.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Quadruplicate each of which shall be deemed an original on the date first above written.
9. Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.
10. Safety Training
  - A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo, unless such employees have previously completed the required program.
  - B. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project.
  - C. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
  - D. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.
  - E. Notice of Penalties for Failure to Provide Safety Training
    - a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required above.

- b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 10 B and C above have elapsed.
- c. Violations of Section 10 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

CITY OF ST. PETERS, MISSOURI

(Signature of Authorized Representative)

William J. Malach

(Printed Name of Authorized Representative)

(SEAL)

City Administrator

Title

ATTEST:

Name

(Printed Name)

Title:

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

(SEAL – if corporation)

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Title

**SECTION F - PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_, a \_\_\_\_\_  
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_, hereinafter called Surety, are held and  
(Address of Surety)

firmly bound unto the City of St. Peters, Missouri, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri, 63376, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for 24-104 - Retaining Wall and Fence Replacement Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. Bond shall guarantee the faithful performance of the prevailing wage when prevailing wage is required to be paid on the Project by applicable law. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract when prevailing wage is required to be paid on the Project by applicable law.

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

|           |        |
|-----------|--------|
|           | (Seal) |
| Principal |        |
|           |        |
| Address   |        |
|           |        |
| By:       |        |
|           |        |
| Attest    |        |

Witness as to Principal

|         |        |
|---------|--------|
|         | (Seal) |
| Surety  |        |
|         |        |
| Address |        |
|         |        |
| By:     |        |
|         |        |
| Attest  |        |

Witness as to Surety

Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located

**SECTION G - PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_, a \_\_\_\_\_  
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_, hereinafter called Surety, are held and  
(Address of Surety)

firmly bound unto the City of St. Peters, Missouri, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri, 63376, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for 24-104 - Retaining Wall and Fence Replacement Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. Bond shall guarantee the faithful performance of the prevailing wage when prevailing wage is required to be paid on the Project by applicable law. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract when prevailing wage is required to be paid on the Project by applicable law.

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

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



|           |        |
|-----------|--------|
|           | (Seal) |
| Principal |        |
|           |        |
| Address   |        |
|           |        |
| By:       |        |
|           |        |
| Attest    |        |

Witness as to Principal

|         |        |
|---------|--------|
|         | (Seal) |
| Surety  |        |
|         |        |
| Address |        |
|         |        |
| By:     |        |
|         |        |
| Attest  |        |

Witness as to Surety

Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located

**ACKNOWLEDGEMENT OF SURETY**

|                 |  |
|-----------------|--|
| State Of:       |  |
| County Of:      |  |
| Bond Number:    |  |
| Effective Date: |  |

On  before me, a notary Public in and for said County  
Date

and State, residing therein, duly commissioned and sworn, personally appeared

known to me to be Attorney-In-Fact of  
Name

, the corporation described in and that  
Surety Company

executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the and year stated in this certificate above.

My commission Expires:

|                          |
|--------------------------|
|                          |
| Notary Public Signature  |
|                          |
| Print Notary Public Name |

## SECTION H - NOTICE OF AWARD

|                      |   |
|----------------------|---|
| DESCRIPTION OF WORK: | 24-104 - Retaining Wall and Fence Replacement Project |
| TO:                  |   |
| DATE OF AWARD:       |   |

The OWNER represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its notice and instructions to bidders dated November 9, 2023. It appears that it is in the best interest of said OWNER to accept your proposal in the amount of CONTRACT AMOUNT.

You are required by the notice and instructions to bidders to execute the formal contract with the undersigned OWNER and to furnish the required Contractor's performance and payment bonds and Certificate of Insurance within ten (10) calendar days from the date of the delivery of this notice to you.

If you fail to execute said contract and to furnish said bonds and insurance within ten (10) calendar days from the date of delivery of this notice, said OWNER will be entitled to consider all your rights abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the OWNER may see fit.

Signed: \_\_\_\_\_  
William J. Malach

Title \_\_\_\_\_  
City Administrator, City of St. Peters Missouri

Date \_\_\_\_\_

ACCEPTANCE OF NOTICE - Receipt of the above Notice of Award is hereby acknowledged by:

Accepted By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

**SECTION I - NOTICE TO PROCEED**

|                      |   |
|----------------------|---|
| DESCRIPTION OF WORK: | 24-104 - Retaining Wall and Fence Replacement Project |
| TO:                  |   |
| DATE OF NOTICE:      |   |

In accordance with the Contract dated CONTRACT DATE, you are hereby notified to commence work beginning START DATE and you are to complete the work no later than COMPLETION DATE.

Signed: \_\_\_\_\_  
William J. Malach

Title \_\_\_\_\_  
City Administrator, City of St. Peters Missouri

Date \_\_\_\_\_

ACCEPTANCE OF NOTICE - Receipt of the above Notice to Proceed is hereby acknowledged by:

Accepted By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

**SECTION J - CONTRACT CHANGE ORDER NO. \_\_\_\_\_**

|                      |   |
|----------------------|---|
| Date of Change Order |   |
| Project Name         | 24-104 - Retaining Wall and Fence Replacement Project |
| Location             |   |
| Contractor           |   |

You are hereby requested to comply with the following changes from the Contract Agreement, plans and specifications:

| Item Number | Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc. | Decrease in Contract Amount | Increase in Contract Amount |
|-------------|---|-----------------------------|-----------------------------|
|             |   |                             |                             |
|             |   |                             |                             |

Change in Contract Amount due to this Change Order:

|  |  |
|--|--|
| Total Decrease                                       |  |
| Total Increase                                       |  |
| Net Change   |  |
| Original Contract Amount                             |  |
| Current Contract Amount                              |  |
| Revised Contract Amount, Including this Change Order |  |

The time provided for completion in the Contract is increased by \_ calendar days. This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.

Prevailing Wage Rates will be required for any for any public works project for which either the engineer's estimate or the bid accepted by the public body for the TOTAL PROJECT COST exceeds seventy-five thousand dollars \$75,000.00.

The TOTAL PROJECT COST shall be based upon the entire project and not individual projects within a larger project. The total project cost shall include the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project. The total project cost shall additionally include all materials and supplies purchased for the project. A public body shall not divide a project into multiple contracts for the purpose of lowering the total project cost below the threshold described in RsMO Section 290.230.(5).

In addition, for any public works project for which the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of sections 290.210 to 290.340 RsMO shall apply only to that portion of the project that was in excess of seventy-five thousand dollars.

The work under this contract is to be paid for by public funds; therefore minimum prevailing wage rates published by the State Department of Labor are appended. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Contractor will forfeit a penalty to the contracting public body (City of St. Peters) one hundred dollars a day or portion thereof if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor under them. The contractor may also be subject to additional fines and penalties for not complying with the current prevailing wage rates.

An affidavit of compliance and certified payroll records must be forwarded to the City's Purchasing Department.

Except as otherwise specifically stated in this change order, this change order resolves and waives all of the Contractor's claims for time or money which the Contractor was aware of prior to the date of this change order.

|                    |
|--------------------|
| Reason For Change: |
|                    |

Signed: \_\_\_\_\_  
William J. Malach

Title \_\_\_\_\_  
City Administrator, City of St. Peters Missouri

Date \_\_\_\_\_

ACCEPTANCE OF CHANGE ORDER

Accepted By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION K - GENERAL CONDITIONS**

### **SECTION 1.100 DEFINITIONS**

#### **1.100 CONTRACT DOCUMENTS**

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Proposal
- d. Bid Bond: N/A
- e. Agreement
- f. Payment Bond
- g. Performance Bond
- h. Notice of Award
- i. Notice to Proceed
- j. Contract Change Order
- k. General Conditions
- l. Standard Specifications
- m. Schedule of Drawings
- n. Special Conditions
- o. Addenda
- p. Prevailing Wage Rates
- q. Indemnification
- r. Traffic Control
- s. Affidavit Enrollment in Federal Work Authorization Program
- t. Additional Provisions  
The Project Drawings

#### **1.101 PROJECT MANAGER**

Shall mean the CITY assigned Project Manager for the City of St. Peters, Missouri, or its representative duly authorized in writing to act for the Project Manager.

#### **1.102 CITY**

Shall mean the City of St. Peters, Missouri.

#### **1.103 SUBCONTRACTOR**

Shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes material.

#### **1.104 CONTRACTOR**

Shall mean the Contractor named in the contract documents.

### **1.105 PROPOSAL**

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

### **1.106 PROPOSAL GUARANTY**

The bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the CITY for the construction of the work, if the contract is awarded to him.

### **1.107 PERFORMANCE BOND**

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

### **1.108 PAYMENT BOND**

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to promptly make payments to those furnishing materials or performing labor in accordance with the terms of the Contract.

### **1.109 SURETY**

Shall mean the person, firm or corporation who executes the Contractor's bonds.

### **1.110 SPECIFICATIONS**

Shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

### **1.111 DRAWINGS**

Are those listed in the index to specifications and drawings with all addenda thereto.

### **1.112 WRITTEN NOTICE**

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of the contract.

- a. Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in his business address until completion of the contract.

### **1.113 ACT OF GOD**

Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature.



### **1.114 WORKING DAY**

A working day is defined as any day when, in the opinion of the Project Manager, weather conditions are such as would permit any major operation of the project for six (6) hours or over unless other avoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.

### **1.115 CALENDAR DAY**

Is the method of determining the number of days within a year utilizing the Julian and Gregorian calendar. The Julian calendar set the lengths of a month at 30 or 31 days, except for February. The Gregorian calendar determines a year is three hundred sixty-five (365) days (except a leap year, which has three hundred sixty-six (366) days) divided into twelve (12) months or fifty-two (52) weeks.

## **SECTION 2.00 DRAWINGS, SPECIFICATIONS AND RELATED DATA**

### **2.100 INTENT OF DRAWINGS AND SPECIFICATIONS**

The intent of the drawings and specifications is that the CONTRACTOR furnishes all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the drawings and described in the specifications, as well as all incidental and additional items of work which are reasonably inferable from the drawings and specifications in order to fully complete the Work so that it is ready for use, occupancy, and operation by the OWNER as intended.

### **2.101 CONFLICT**

If there is any conflicting variance between the drawings and the specifications, or between the general conditions of the specification requirements, the more stringent requirements shall control. However, the Contractor shall immediately bring all such conflicts to the Architect's and Project Manager's attention for clarification before the work is done. Any work done by the Contractor before such conflict is corrected in writing, shall be done at the Contractor's risk.

### **2.102 DISCREPANCIES IN DRAWINGS**

Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Architect and Project Manager, who shall correct such error or omissions in writing. Any work done by the Contractor before such discrepancies, errors or omissions are corrected in writing, shall be done at the Contractor's risk.

### **2.103 ADDITIONAL INSTRUCTIONS**

Further instructions may be issued by the Architect or Project Manager during the program of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.

## **2.104 SAMPLES**

All samples called for in the specifications or required by the Project Manager shall be furnished by the Contractor and shall be submitted to the Project Manager for his approval. Samples shall be furnished so as not to delay fabrication of the samples submitted.

- a. Samples for Tests: Contractor shall furnish such samples of materials as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.

## **2.105 QUALITY OF EQUIPMENT AND MATERIALS**

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

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Architect and Project Manager may require.
- b. The Contractor shall abide by the Architect and Project Manager's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing with a reasonable time. No substitute materials shall be used unless approved in writing.
- c. Submission of requests for substitution of products or shall constitute a representation that the Contractor:
  - i. Has investigated the proposed product and determined that it is equal to or better than the specified product.
  - ii. Will provide the same warranty for the proposed product as for the specified product.
  - iii. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including redesign and additional components and capacity required by other work affected by the change.
  - iv. Waives all claims for additional costs and time extensions which are caused by the change.
- d. An addendum will be issued prior to bid opening; identifying manufacturers of approved equipment. Only general Contractors can request approval of equal equipment.

## **2.106 EQUIPMENT APPROVAL DATA**

The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. This submission shall be compiled by the Contractor and approved by the Architect and Project Manager before any of the equipment is ordered. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- b. After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from the Architect and Project Manager.

Catalog data for equipment approved by the Architect and Project Manager does not in any case supersede the Architect and Project Manager's contract documents. The approval of the Architect and Project Manager shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Project Manager's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the item submitted. The Contractor shall check the work described by the catalog data with the Project Manager's contract documents for deviations and errors.

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

## **2.107 SURVEYS**

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

## **2.108 SHOP DRAWINGS**

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Project Manager's instructions. Deviations from the drawings and specifications shall be called to the attention of the Project Manager at the time of the first submission of shop drawings and other drawings for approval. The Project Manager's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a. Three (3) copies shall be submitted at least thirty (30) calendar days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.

- b. The Project Manager shall, within fourteen (14) calendar days of the submittal of any shop drawings, return one (1) copy to the Contractor marked with all corrections and changes.
- c. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Project Manager.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Project Manager two (2) copies of the shop drawings conforming to the required corrections and changes.

## **SECTION 3.00 PROJECT MANAGER-CITY-CONTRACTOR RELATIONS**

### **3.100 PROJECT MANAGER'S RESPONSIBILITY AND AUTHORITY**

All work shall be done under the general supervision of the Project Manager or his designated representative. The Project Manager or his designated representative shall decide any and all questions which may arise as to the quality and acceptability of materials, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

#### **3.101 PROJECT MANAGER'S DECISIONS**

All claims by the Contractor shall be presented to the Project Manager for decision, which shall be made in writing within a reasonable time.

#### **3.102 INSPECTION OF WORK**

All materials and each part of detail of the work shall be subject at all times to inspection by the Project Manager, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. The OWNER and Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractors as is required to make a complete and detailed inspection.

#### **3.103 CONTRACTOR'S SUPERINTENDENCE**

A qualified superintendent, who is acceptable to the Project Manager, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Project Manager's instructions shall be confirmed in writing and always upon written request from the Contractor.

Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

#### **3.104 ASSIGNMENT OF CONTRACT**

Neither the Contractor nor the City shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

### **3.105 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES**

At the completion of this contract, before acceptance of the work by the Project Manager, the Contractor shall remove all of his equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them.

### **3.106 SUSPENSION OF WORK BY CITY/CITY'S REPRESENTATIVE**

The work or any portion thereof may be suspended at any time by the Project Manager, provided that he gives the Contractor five (5) calendar days written notice of suspension, which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Project Manager and within ten (10) calendar days of the date fixed in the notice of suspension. The Contractor may abandon that portion of the work so suspended and shall be entitled to payment only for work that has been completed in accordance with the Contract Documents.

### **3.107 CITY'S RIGHT TO CORRECT DEFICIENCIES**

Upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) calendar days written notice to the Contractor and receipt of written approval from the Project Manager, the City may, without prejudice to any other remedy he may have, correct such deficiencies at the Contractor's cost.

### **3.108 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK**

The City shall have the right to terminate the employment of the Contractor in the event of any default by the Contractor after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

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

If the Owner terminates the Contractor for default, the Contractor hereby assigns to Owner (and Owner's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective only upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept the assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements, and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner determines to accept assignment of the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to

the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's determination to accept the assignment of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor, but not the Owner. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner without further subcontractor approving and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver to Owner a written acknowledgement in form and substance satisfactory to Owner from each of its Subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

The City shall have the right to terminate the Contractor's employment for the City's convenience after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City shall pay the Contractor for all work that has been completed.

If after termination of the Contractor for default as provided above, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CITY.

The rights and remedies of the CITY in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **3.109 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

The Contractor may suspend work or terminate contract upon ten (10) calendar days written notice to the City and the Project Manager, for any of the following reasons:

- a. If an order of any court or public authority caused the work to be stopped or suspended for a period of ninety (90) calendar days through no act or fault of the Contractor or his employees.
- b. If the Project Manager should fail to act upon any request for payment in violation of the Contract Documents.
- c. If the City should fail to act upon any request for payment in violation of the Contract Documents.

### **3.110 RIGHTS OR VARIOUS INTERESTS**

Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.

### **3.111 SEPARATE CONTRACTS**

The CITY may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Project Manager any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Project Manager of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. It shall be the responsibility of the Contractor to measure the completed work

in place and report to the Project Manager immediately any difference between completed work by others and the drawings.

### **3.112 SUBCONTRACTORS**

At the time specified by the contract documents or when requested by the Project Manager, the Contractor shall submit in writing to the City for approval of the Project Manager the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Project Manager. The Contractor is responsible to the City for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the City. The Contractor shall bind every Subcontractor by the terms of the contact documents.

### **3.113 WORK DURING AN EMERGENCY**

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering human life or property. In all cases he shall notify the Project Manager of the emergency as soon as practical, but he shall not wait for instructions before proceeding to properly protect both life and property.

### **3.114 ORAL AGREEMENTS**

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and evidence shall be introduced in any proceeding of any other waiver or modifications.

### **3.115 JOB SAFETY**

The Project Manager has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. As a condition of this contract, the Contractor shall be responsible for completing all aspects of their job in accordance with Occupational Safety & Health Administration (OSHA) guidelines.

All record keeping and posting guidelines, employee training programs, and use of personal protective equipment are the responsibility of the Contractor. Any potential citations issued by OSHA, which result in fines that relate to the work on this project, are the sole responsibility of the appropriate contractor.

Periodically the Project Manager may conduct inspections of the job site. All contractors shall be in compliance with OSHA guidelines. If the Project Manager determines that work is not in compliance, he has the authority to require that work be stopped until the contractor is in compliance with the appropriate standard(s). This will come with no penalty to the City and the Contractor will be required to complete their work on schedule without any delays or face potential penalties for any delays that this may cause the overall project.

### **3.116 PRIVATE PROPERTY**

The Contractor shall not enter upon private property for any purpose without obtaining permission, and the Contractor shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every

precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

### **3.117 LANDS BY OWNER**

The Contractor shall perform the Work on the lands provided by the Owner.

### **3.118 LANDS BY CONTRACTOR**

Any additional land and access beyond those provided by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the OWNER. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.

## **SECTION 4.000 MATERIALS AND WORKMANSHIP**

### **4.100 MATERIALS FURNISHED BY THE CONTACTOR**

All materials used in the work shall be new and meet the requirements of the respective specifications and no material shall be used until it has been approved by the Project Manager. All materials not otherwise specifically indicated shall be furnished by the Contractor.

### **4.101 MATERIALS FURNISHED BY THE CITY**

Only materials specifically indicated as furnished by the City shall be furnished by the City. The fact that the City is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the City, he shall notify the Project Manager.

Unless otherwise noted or specifically stated, materials furnished by the City, which are not of local occurrence, are considered to be F.O.B., delivered to the site area designated by the Contractor and approved by the Project Manager. The Contractor shall be prepared to unload and properly protect all such material loss or damage after receipt of material at the point of delivery.

### **4.102 CHARACTER OF WORKERS**

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workers employed by the Contractor or subcontractor who, in the opinion of the Project Manager, does not perform his work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Project Manager, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Project Manager.



#### **4.103 REJECTED WORK AND MATERIALS**

All materials that do not conform to the requirements of the contract documents and are not equal to samples approved by the Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten (10) calendar days after written notice is given by the Project Manager, and the work shall be re-executed by the Contractor. The fact that the Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Should the Contractor fail to remove work or materials rejected within ten (10) calendar days after written notice to do so, the City may remove them and may store the materials at the Contractor's cost. This includes correction of faulty work after final payment.

#### **4.104 MANUFACTURER'S DIRECTIONS**

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

#### **4.105 CUTTING AND PATCHING**

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Project Manager. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Project Manager and under his direction.

#### **4.106 CLEANING UP**

The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

#### **4.107 GUARANTY PERIOD**

Except when a longer time is specifically called for in the Contract Documents, or is otherwise provided by law, the Contractor shall guaranty all equipment furnished and work performed by him for a period of one (1) year from the date of final completion and acceptance of the Project. Pursuant to the Guarantee, the Contractor guarantees and warrants that its work, materials, and equipment, are free from all defects due to faulty materials or workmanship. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the OWNER, delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR,

and the CONTRACTOR shall pay the cost thereof The Performance BOND shall remain in full force and effect through the guarantee period.

#### **4.108 SALVAGEABLE MATERIALS**

Materials to be removed that can be reasonably removed in useable condition shall be removed by the Contractor and remain property of the City of St. Peters. Materials such as pipe, culverts, power poles, and signage so removed shall be transported and stored at the St. Peters Treatment Plant area by the Contractor in an area designated by the Project Manager.

#### **4.109 STORAGE OF MATERIALS**

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the OWNER or lessee. Risk of loss for stored items shall be on the Contractor until final completion

### **SECTION 5.000 INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the Owner as an ADDITIONAL INSURED with the exception of the Worker's Compensation Policy and Professional Errors and Omissions Insurance with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the Contractor's proposal.

#### **MINIMUM LIMITS OF INSURANCE**

Contractors shall maintain limits no less than:

- a. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
  1. Premises and Operations – Bodily Injury & Property Damage Liability
  2. Independent Contractors Coverage
  3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
  4. Personal Injury Liability and Advertising Injury Liability
  5. Broad Form Property Damage
  6. Contractual Liability
  7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

- c. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- d. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
- e. Professional Errors and Omissions Insurance: If Contractor is an architect, engineer, surveyor, or consultant, Contractor agrees to obtain Professional Errors and Omissions Insurance. Contractor shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

### **OTHER INSURANCE PROVISIONS**

The Contractor shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. CONTRACTOR'S Contingent or Protective Liability and Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR.
- b. Protective Liability Policy in the name of the OWNER for operations of the CONTRACTOR or any SUBCONTRACTOR in connection with the Project.
- c. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- f. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

## **VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the City before work commences. The City of St. Peters reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUBCONTRACTORS**

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates of each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **INDEMNIFICATION FORM**

Contractors shall complete an Indemnification Form.

## **SECTION 6.000 PROGRESS AND COMPLETION OF WORK**

### **6.100 NOTICE TO PROCEED**

Following the execution of the contract by the City, written notice to proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the City) with such force as to secure the completion of the work within the time stated in the Proposal.

### **6.101 CONTRACT TIME**

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.

### **6.102 SCHEDULE OF COMPLETION**

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor will start the several parts of the work, and estimated dates of completion of several parts.

### **6.103 SIGNIFICANT CHANGES IN THE WORK**

The City may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by additions or modifications shall be adjusted at the time of ordering such changes. The City may delete, without regard to extent, any portion of the project prior to entering into contract with the Contractor. This deletion of work may be done without prior approval of the Contractor and no additional compensation shall be due the Contractor for such deletions.

- a. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
  1. When the character of the work as altered differs materially in kind of nature from that involved or
  2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to the portion in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.

#### **6.104 EXTRA WORK**

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The Contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written change order from the City as approved by the Project Manager.

In the absence of such written change order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice as approved by the Project Manager. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

#### **6.105 EXTENSION OF CONTRACT TIME**

A delay beyond the Contractor's control occasioned by an Act of God or act of omission on the part of the City, may entitle the Contractor to an extension of time in which to complete the work as determined by the Project Manager, provided, however, that the Contractor shall immediately give written notice to the Project Manager of the cause of such delay.

- a. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.
- b. The Contractor with ten (10) days from the beginning of any delay (unless extended by the Project Manager) notifies the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of the delay. If, in the

judgment of the Project Manager the findings of fact warrant such action, the time for completing the work shall be extended.

**6.106 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Project Manager to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute minimum number of adverse weather days the Contractor must anticipate in its progress schedule.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 6   | 6   | 5   | 5   | 5   | 8   | 13  | 11  | 4   | 4   | 5   | 5   |

- a. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record the occurrence of adverse weather delay days which must prevent work on critical activities for six (6) hours or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Project Manager will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification.

**6.107 USE OF COMPLETED PORTIONS**

The CITY shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

**6.108 LIQUIDATED DAMAGES**

Time is an essential element of the contract, and it is therefore important that the work be pressed vigorously to completion. Should the Contractor or, in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in the manner set out in the preceding sections a deduction of an amount as set out in the bid form will be made for each and every calendar or working day, as specified in the contract, that such contract remains uncompleted after the time allowed for the completion. The said amount set out in the bid is hereby agreed upon, not as a penalty, but as liquidated

damages for loss to the City and the public, after the expiration of the time stipulated in the contract, and will be deducted from any money due the Contractor under the Contractor, and the Contractor and his surety shall be liable for any and all liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the CITY or any or its right under the contract.

When any project awarded separately or when all projects in a combination awarded as a single contract reach a stage of Completion where they could be opened to uninterrupted use, liquidated damages will be charged against the Contractor only for those days which would qualify as working days.

- a. A combination of one or more projects, awarded as a single contract, will be considered as one unit for the determination of liquidated damages.
- b. The Contractor shall be liable for liquidated damages chargeable under the contract when the City, by reason of default of the contract by the Contractor, is completing the work, 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 avoid the provisions of the contract as to liquidated damages. Any such delay by the City or its agents will be compensated for only by the extension of contract time.

## **SECTION 7.000 PAYMENT**

### **7.100 REQUESTS FOR PAYMENT**

The CONTRACTOR shall submit monthly requests for progress payments for work done and materials delivered and stored on the Project site by submitting a correctly detailed pay request on forms approved by the CITY for work performed prior to the request for payment. With each request for payment, the CONTRACTOR must include all documents, supporting data, receipts, required to obtain the necessary information to determine the progress and execution of the Work, and all other required submittals in accordance with the Contract Documents. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the CITY's title to such materials and the material's conformity with the Contract Documents. All pay requests must be supported with valid prevailing wage payroll payment certifications on forms approved by the CITY

Each request for payment shall be computed from the Work completed on all items listed in the detailed breakdown of contract amount, less prior payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.

All pay requests, invoices, payroll records, supporting documentation, and payment certifications shall be submitted to the CITY Purchasing Department, City Hall, One St. Peters Centre Blvd., P O Box 9, St. Peters, Missouri 63376 who will forward to the Project Manager. For purposes of payment, the requests for payment shall be deemed to be duly delivered to the CITY ten days after the CITY's Project Manager certifies to the CITY Purchasing Department that the request for payment is for a correct amount, was properly submitted in accordance with the Contract Documents, and that all required and necessary supporting documents required by the Contract or requested by the CITY have been submitted by the CONTRACTOR to support the invoice.

### **7.101 REQUESTS FOR PAYMENT ON SUBSTANTIAL COMPLETION**

“Substantial Completion” or “Substantially Complete” is the date at which, as certified in writing by the Project Manager that the Project is sufficiently complete in accordance with the Contract Documents so that the CITY has full and unrestricted lawful use, occupation, operation, maintenance, and benefit of the Project in all respects, for all of its intended purposes, and:

- a. All necessary approvals by the applicable public regulatory authorities have been given;
- b. The owner has received all required warranties and documentation; and
- c. All Work other than incidental corrective and incidental punch list work has been completed.

Partial use or occupancy shall not necessarily result in the Project being deemed Substantially Complete and shall not be evidence of Substantial Completion. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes.

If there are any remaining minor items to be completed at Substantial Completion, an amount equal to one hundred fifty percent (150%) of the value of each item as determined by the CITY shall be withheld until such items are fully and finally completed

#### **7.102 REQUESTS FOR FINAL PAYMENT**

The CONTRACTOR may submit a final invoice upon the satisfactory completion of all of the Work. The CITY shall make final payment of all moneys owed to the CONTRACTOR, less any offsets or deductions authorized in the Contract Documents or otherwise authorized by law, within thirty days of the due date. The final payment due date shall be the date of the earliest of the following events:

- a. Completion of the Project and filing with the CITY of all required documentation and certifications, in Completion complete and acceptable form, in accordance with the terms and conditions of the Contract Documents;
- b. The Project is certified by the CITY as having been completed, including the filing of all documentation and certifications required by the Contract Documents, in complete and acceptable form.

As part of the documentation and certifications required for final payment, the CONTRACTOR must also provide to the CITY the following:

- a. A request for final payment duly delivered to the CITY;
- b. The CONTRACTOR has furnished evidence that it has fully paid all debts for labor, materials, and equipment incurred in connection with the Work, including a written certification and verification by the CONTRACTOR and any subcontractors that the CONTRACTOR has made all payments to all subcontractors and material suppliers used to complete the Project and that there are no outstanding claims by or against them or the Project Bonds;
- c. Certification from the CONTRACTOR that the Project is fully and finally complete in accordance with the terms of the Contract Documents including all punch list items, with no other Work remaining to be performed, and no claims arising from or related to the CONTRACTOR’s Work are outstanding;



- d. Certifications from the CONTRACTOR that all systems have been started, properly commissioned, and fully functional for their intended purposes;
- e. Certifications from the CONTRACTOR that CITY staff have been properly trained on the operation of all systems installed by the CONTRACTOR as part of the Work; and
- f. All warranties, manuals, and other required documentation has been provided by the CONTRACTOR to the CITY

Final payment shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made.

#### **7.103 PROJECT MANAGER'S ACTION ON A REQUEST FOR PAYMENT**

The Project Manager shall act on the CONTRACTOR's payment requests (monthly, substantial completion, or final) by either:

- a. Approving the request for payment as submitted
- b. Approving a lesser amount that the Project Manager determines is due the CONTRACTOR, informing the CONTRACTOR in writing of his reasons for approving the amended amount.
- c. Rejecting the request for payment, informing the CONTRACTOR in writing of his reasons for rejecting it.

If there are errors in the request for payment, it is not for a proper amount, additional supporting information is required by the CITY, or there are other errors or deficiencies in the request for payment, the CITY's Project Manager shall return the request for payment to the CONTRACTOR with a request to correct the errors or deficiencies. The request for payment will not be deemed to be duly delivered until the errors or deficiencies are corrected, additional requested information is supplied, and the Project Manager certifies to the CITY Purchasing Department that the request for payment is for a correct amount, was properly submitted in accordance with the Contract Documents, and that all required and necessary supporting documents required by the Contract Documents or requested by the CITY have been submitted by the CONTRACTOR to the CITY support the request for payment.

#### **7.104 CITY'S ACTION ON AN APPROVED REQUEST FOR PAYMENT**

Within thirty (30) calendar days from the date that the CONTRACTOR's request for payment or amended request for payment is duly delivered to the CITY (whichever is later), the CITY shall either:

- a. Pay the request for payment as certified by the CITY's Project Manager.
- b. Pay such other amount as the CITY determines is actually due the CONTRACTOR, informing the CONTRACTOR and the Project Manager in writing of his reasons for paying the amended amount.
- c. Reject the request for payment and inform the CONTRACTOR and the Project Manager in writing of the reasons for rejecting the request for payment.

#### **7.105 CITY'S RIGHT TO WITHHOLD PAYMENT**

The City may reject all or a portion of any request for payment, or withhold payment in whole or in part, because of, but not limited to, the following reasons, even if such reasons are discovered subsequent to approval of a request for payment by the CITY's Project Manager or the CITY.

- a. Defective work or material not remedied.
- b. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR or against the CITY because of the CONTRACTOR's work.
- c. Failure of the CONTRACTOR to make payments to subcontractors, consultants, material suppliers, equipment renters, or labor.
- d. Damage to the CITY's or another's property or work.
- e. Liquidated damages.
- f. Unsatisfactory job progress.
- g. Disputed work.
- h. Failure to comply with any material provision of the Contract Documents.
- i. Reasonable evidence that a subcontractor, consultant, equipment renter, or material supplier cannot be fully compensated under its contract with the CONTRACTOR for the unpaid balance of the contract sum.
- j. Citation by the enforcing authority for acts of the CONTRACTOR or subcontractors that do not comply with the Contract Documents or that result in a violation of any federal, state or local law, regulation or ordinance applicable to that Project causing defects, delays, damages, or additional costs, to the CITY.
- k. Funds from a State grant are not timely received by the CITY.
- l. Failure to fulfill any condition precedent to payment under the Contract Documents or applicable law.
- m. Failure to provide all appropriate, requested, or required documentation and certifications in complete and acceptable form; or
- n. Any other cause or reason permitted by law.

Only properly submitted request for payments for valid charges will become due and payable.

#### **7.106 RESPONSIBILITY OF THE CONTRACTOR**

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

- a. Replacement of survey benchmarks, reference points and stakes provided by the CITY.
- b. Lands by the CONTRACTOR for its Work beyond those supplied by the CITY.
  1. Insurance obtained in accordance with the Contract Documents.
  2. Payment bond obtained in accordance with the Contract Documents.
  3. Performance bond obtained in accordance with the Contract Documents.
  4. Permits and licenses required of the CONTRACTOR and Subcontractor.

As a condition precedent to final payment, the CONTRACTOR shall furnish the following documents to the Project Manager for submittal to the CITY:

- a. Record Drawings showing the field changes and selections (all changes and selections to be approved by the CITY and the Project Manager in advance) and as-built conditions affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the City's Project Design Professional's Drawings obtained and paid for by the CONTRACTOR. The CONTRACTOR shall maintain at the job site one (1) set of the City's Project Design Professional's Drawings and indicate thereon each field change as it occurs;
- b. All operations and service manuals for equipment; and

- c. All manufacturer's warranties.

#### **7.107 PAYMENT FOR UNCORRECTED WORK**

Should the Project Manager direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the *Contract Amount* shall be made to compensate the CITY for the uncorrected work.

#### **7.108 PAYMENT FOR REJECTED WORK AND MATERIALS**

The removal of work and materials rejected under the Contract and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR. The CONTRACTOR shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.

All costs of removal and/or re-execution of rejected work or materials, and the storage or disposal of rejected materials by the CITY in accordance with the Contract, shall be paid to the CITY by the CONTRACTOR within thirty (30) calendar days after the CITY sends written notice to the CONTRACTOR. If the CONTRACTOR does not pay the expenses of such removal, the CITY may, but is not required to, sell the rejected materials that are commercially salvageable and have not been disposed of. Prior to such sale, the CITY shall give the CONTRACTOR ten (10) calendar days written notice of the CITY's intent to sell the materials. If payment has not been made by the CONTRACTOR to the CITY within those ten days, the CITY may sell the materials at auction or at a private sale. The CONTRACTOR shall receive a credit for the net proceeds of the sale after deducting all of the costs and expenses of the sale. If there is a deficiency after the sale, the CONTRACTOR shall pay the CITY the deficiency.

#### **7.109 PAYMENTS FOR EXTRA AND ADDITIONAL WORK**

If the CONTRACTOR receives instructions from the CITY to proceed with the Extra Work, and the CONTRACTOR wishes additional compensation or additional Contract Time for such Extra Work, the CONTRACTOR must provide the CITY with written notice of the claim for payment within ten (10) calendar days after receipt of the instructions to perform the Extra Work, and before any such Extra Work is commenced, except in cases of emergency that endanger human life or property. No claim shall be valid unless so made. To support a claim for Extra Work, the CONTRACTOR shall submit its itemized estimate sheets showing all labor and material to the Project Manager for the CITY's consideration of the claim. The CITY's order for Extra Work shall specify any extensions of the contract time and one of the following methods of payment if additional payment is warranted under the Contract Documents.

- a. Unit prices or combinations of unit prices, which formed the basis of the original contract.
- b. A lump sum based on the CONTRACTOR's estimate, accepted by the CITY, and approved by the Project Manager.

No claim or request for payment for additional work or Extra Work shall be payable by the CITY unless the CITY has approved them as such for an additional fee before the additional or Extra Work is provided. Any adjustments to the rates and amounts of CONTRACTOR's compensation shall be negotiated in good faith. CITY agrees to pay for such additional services or Extra Work only if the CONTRACTOR specifies it as additional or Extra Work to be performed for an extra fee in advance of the Work being formed. No request for payment for additional or Extra Work shall be valid unless it has been accepted in compliance with RSMo.

§432.070. The CITY shall only be obligated to pay any sums beyond the stated written Contract Price if the CITY agrees to do so after the execution of this Agreement in a separate writing in full compliance with RSMo. §432.070.

#### **7.110 PAYMENT FOR WORK FOLLOWING TERMINATION OF THE CONTRACT**

Upon termination of the contract by the CITY for the CONTRACTOR's default, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be credited to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The cost incurred by the CITY, as herein provided, and the damage incurred through the CONTRACTOR's default, shall be approved by the Project Manager and certified by the CITY.

Any and all requests for payment recoverable by the CONTRACTOR under the terms of the termination provisions of this Agreement or otherwise shall be made upon the CITY in writing within thirty (30) days of the date of the suspension or termination. If any such requests are not made as set forth in this paragraph, any such requests for payments, invoices, services, expenses, or other costs will be deemed invalid and forever waived and barred.

#### **7.111 RELEASE OF PAYMENT CLAIMS AND LIENS**

The CONTRACTOR shall deliver to the CITY a complete release of all payment claims, bond claims, and liens for all Work performed (which includes all materials) pursuant to this Contract by all subcontractors, lower-tier subcontractors and material suppliers, and such releases for all Work under the Contract before the final request for payment is paid. If any payment claim or lien remains unsatisfied after all payments are made by the CITY to the CONTRACTOR, the CONTRACTOR shall refund to the CITY such amounts as the CITY may have been compelled to pay in discharging such liens including all costs and reasonable attorney's fees incurred by the CITY as a result of such claim.

#### **7.112 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release by the CONTRACTOR of the CITY's liability for all claims and liabilities to the CONTRACTOR for every act and neglect of the CITY and others relating to or arising out of this WORK. Acceptance of the final payment shall not release any of the CONTRACTOR's claims that the CONTRACTOR has specified in writing and delivered to the CITY before final payment is received by the CONTRACTOR. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any responsibility for faulty materials or workmanship or any other obligations under the CONTRACT DOCUMENTS or the Performance and Payment Bonds.

### **7.113 CONTRACTOR CLAIMS**

Whenever the CONTRACTOR believes it is entitled to a change order or wishes to make any other claim altering the Contract Time or Contract Sum, it shall submit a notice of its claim to the CITY in writing within ten days of the event giving rise to that claim or else the claim is waived and is forever barred. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of the same by the CITY.

In any dispute whether tort, contract, arbitration, or otherwise in which the CONTRACTOR or subcontractors, agents and employees, seek damages for personal injuries, property damage, lost profits or expectancies, business interruption, death or other monetary loss allegedly caused by the CITY or the CITY's contractors, engineers, consultants, the CONTRACTOR shall, before filing suit, submit to CITY an affidavit declaring that affiant has consulted and reviewed the facts of the case with an independent engineer or architect who reasonably believes all the following to be true:

- a. The independent engineer or architect is knowledgeable of the relative issues in the particular action.
- b. The independent engineer or architect has practiced for the least ten years in the same area that is at issue in the particular action;
- c. The independent engineer or architect is qualified by experience or demonstrated competence in the subject of the case; and
- d. The independent engineer or architect has determined in a written report, after review of relevant material involved in the particular action that there is a reasonable and meritorious cause for filing of such action.

A copy of the written report, clearly identifying the plaintiff and the reasons for the independent engineer or architect's determination that a reasonable and meritorious cause for filing of the action exists, must be attached to the affidavit.

If an affidavit complying with this action is not submitted to the CITY before filing of the action, such action shall be dismissed. The cost of dismissal shall be paid by the CONTRACTOR in favor of the CITY.

Extension of time provided for the completion of the Work shall be the CONTRACTOR's sole remedy for delay (except for the CONTRACTOR's right to terminate the Contract pursuant to the provisions of the Contract Documents.

Jurisdiction and venue for any dispute resolution proceeding or lawsuit shall be in the Circuit Court of St. Charles County, Missouri.

## SECTION L - STANDARD SPECIFICATIONS

GENERAL INFORMATION: The City of St. Peters, Missouri, is requesting sealed proposals for the Birdie Hills Road – Retaining Wall and Fence Replacement Project. Improvements include wall construction (modular or concrete), sidewalk removal and replacement, wood fence replacement and restoration (sod).

### GENERAL SPECIFICATIONS

1. Unless approved by the city, all work shall be performed Monday through Friday, from 7:00 A.M. to 6:00 P.M. All weekend work shall be permitted only by written approval from the City of Saint Peters; weekend shall be defined as 6:00 P.M. Friday thru 7:00 A.M. Monday.
2. GOVERNING STANDARD: Except as modified or supplemented herein, all work under this contract shall conform to all applicable requirements of the St. Louis County Standard Specifications for Highway Construction.
3. WORK LOCATIONS: All construction operations shall take place within the right-of-way and easements located at the rear of #3 and #5 Elmshadow Court, St Peters, MO 63376 .
4. MATERIAL TESTING: All construction inspections and material testing shall be the responsibility of the City of Saint Peters.
5. UTILITY LOCATES: The Contractor is responsible for obtaining the locations and verifying the depths of all utilities within the project area. The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation.

It shall be noted by the contractor that the City of St. Peters is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call.

6. TRAFFIC CONTROL: The Contractor shall be responsible for the supply, placement, and maintenance of all appropriate barricades and signs for traffic control, both vehicular and pedestrian, and to protect the completed work within the work area, in accordance with the latest edition of the Federal Highway Administrations Manual on Uniform Traffic Control Devices (MUTCD). The City reserves the right to require additional traffic and pedestrian control at any time during performance of this contract. A minimum of one (1) week prior to the start of work, the Contractor shall prepare and provide a traffic control plan for review and approval by the City of St. Peters. The City reserves the right to make any modifications to the traffic control plan provided by the Contractor at no additional cost to the City. Said contractor provided work zone traffic management plan and work zone traffic control devices shall be in accordance with latest Missouri Standard Specifications for Highway Construction and current edition of the Manual On Uniform Traffic Control Devices (MUTCD).
7. NO SECOND-TIER SUBCONTRACTING STATEMENT: Second tier subcontracting will not be permitted on this project. It will be the responsibility of the contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work specified for this project.

8. CURB AND AREA INLET EROSION AND SEDIMENT PROTECTION: The contractor shall provide sufficient protection to prevent sediment from entering the intake points of all curb and area inlets that have the potential to receive storm water runoff from excavated areas or areas that have recently placed pavement (asphalt or concrete). This inlet protection shall be installed and periodically inspected and maintained and/or replaced by the contractor for the duration of the project. The Contractor is permitted to remove the inlet protection if approved prior to such action by the City. All materials, labor and equipment required to provide curb and area inlet erosion and sediment protection shall be considered incidental to the work associated with this project, except as noted on the plans. Additional payment will only be provided for inlet erosion protection as noted on the plans.
9. PORTLAND CEMENT CONCRETE: Unless stated otherwise in this document, all materials used for this project shall be in accordance with Eastern Missouri Pavement Consortium Specifications.
10. EXCAVATION and BACKFILLING: Existing grade shall be excavated to allow for the placement of sidewalk, accessible ramps and pavement as specified. Excavation shall be done in such a manner as to minimize property damage. All concrete pavement, sidewalk will be placed on a minimum of four (4") inch thick, Type 5 aggregate base, compacted to 90% density as by the modified proctor. All excavation and backfilling will be incidental to the items in which they are performed.
11. FORMS: All forms shall be wood, metal, or other material approved by the City. All forms shall be straight and free from warp, having sufficient strength to resist the pressure of the concrete without displacement. All the forms shall be braced and staked so that they remain in both horizontal and vertical alignment until their removal. All forms and stakes shall remain in place for a minimum of twenty-four (24) hours after placement of concrete, unless otherwise approved by the City. Forms shall be removed without damage to the concrete after it has set.
12. WIDTH: All sidewalk shall match existing and be determined in the field.
13. THICKNESS: Unless modified herein to and approved by the City, all new concrete sidewalk and replacement sidewalk sections replaced shall be no less than four (4") inches thick. All new and replacement concrete ADA compliant ramps shall be seven (7") inches thick.
14. FINISHING: All concrete placed shall be struck off and edged level with existing sections, inlet structures, curbs, or driveways. All operations shall take place at the appropriate time during the curing process. Sidewalk surface shall be broom finished, except in handicap ramps. At no time shall additional water be placed on the concrete during finishing operations, unless approved by the City.
15. CURING COMPOUND: After the free water has left the concrete surface, a water-emulsion, wax-based concrete curing compound, complying with ASTM C 309, Type 2 Class A; or approved equal, is to be applied evenly to all exposed surfaces of freshly finished concrete.
16. JOINT SEALANT: All expansion joints and control joints in the new pavement shall be filled with a rubberized sealant material conforming to ASTM D-1190. Sealant shall be placed in accordance with all applicable provisions contained within Sections 502 and 1057 of the St. Louis County Standard Specifications for Highway Construction. All joints shall be thoroughly cleaned and dried before placement of sealant. Sealant material shall be properly heated, per all applicable manufacturers' recommendations, prior to use. Joints shall be filled uniformly and all excess material shall be removed with a squeegee or appropriate tool.

17. **PROTECTION**: The Contractor shall be responsible to have materials available to protect the surface of the concrete against all weather conditions. Thermal blankets shall be used when concrete is being placed in cold weather and the temperature is expected to drop below thirty-five degrees (35°) Fahrenheit for a minimum of three (3) days. Concrete damaged from rain and/or frost action shall be removed and replaced at the Contractor's expense.
18. **RE-VEGETATION/YARD RESTORATION**: All areas of embankment, cut or disturbed during construction operations shall be backfilled and compacted thoroughly to the top of the finished pavement or sidewalk. All areas disturbed from construction must be repaired as close as possible to pre-construction conditions including but not limited to the area between the temporary construction limits shown on the typical plan cross sections. All disturbed areas greater than six (6") inches in width shall be graded and re-vegetated with sod. Disturbed areas include, but are not limited, to excavated or fill areas, depressions or tracks left by vehicles and/or equipment used by the Contractor. All costs associated with re-vegetation and yard restoration work shall be considered incidental to the work associated with this contract.
19. **INSPECTION**: The Director of Transportation or their designated representative will serve as the resident inspector on the site. Compaction of subgrade and determinations such as when to undercut the subgrade for base placement will be made by said person in conjunction with the Contractor's representative.
20. **DISPOSAL OF SPOIL AND EXCESS MATERIALS**: All spoil material generated by the project shall be disposed at a location approved by the City prior to removal from the project area. All costs associated with spoil material disposal shall be considered incidental to the work associated with this contract.

The City reserves the option to require all spoil material designated as clean fill material to be stock piled at a site to be determined by the City. Said stock pile site will be no more than ten miles (10) from the project location.

All pavement, curb and sidewalks removed shall be broken up in pieces that are generally recognized as one-man riprap, 18" square size or smaller.

Certain organic spoil material may be disposed at City of St. Peters Earth Center, located at 115 Ecology Drive for a fee. The Contractor can obtain information regarding the types of material accepted, hours of operations and disposal fees by calling 636-477-6600, extension 1573.

#### **TECHNICAL DESCRIPTION OF PROPOSAL ITEMS**

1. **MOBILIZATION** - This work shall consist of all the necessary items to mobilize on the site to begin work and demobilize after completion of work. All work shall comply with Section 619 of the St. Louis County Standard Specifications for Highway Construction. Payment shall be made at the lump sum unit bid price.
2. **REMOVAL OF IMPROVEMENTS** - This work shall consist of all removal items and per Section 202 of the St. Louis County Standard Specifications for Highway Construction. Contractor is responsible for removal of all necessary items to construct improvements as noted. Payment shall be made at the lump sum unit bid price.
3. **INSTALL NEW WOOD FENCE (6' PRIVACY)** - This work shall consist of replacing the existing privacy fences that may require to be temporarily removed during construction. When



existing fence is removed, the contractor will be responsible to install a temporary fence that will be sufficient to contain the resident's animals.

All work shall be in accordance with Section 607 of the St. Louis County Standard Specifications for Highway Construction and as noted in these specifications. Any replacement fence shall match the look, wood type, style and color (including coatings) of the existing fence and shall be approved by the City prior to installation. Incidental to this bid item are all the costs associated and any other items required as shown on the construction plans. Payment shall be made at the linear foot (LF) unit price.

4. SOD – This work shall consist of furnishing and placing sod as designated by the City in accordance with Section 803 of the St. Louis County Standard Specifications for Highway Construction. No sodded areas will be accepted until the sod is fully rooted into the sod bed and thriving. Sod will not be accepted in the dormant state. All work to complete the sod placement, including all labor, materials, and equipment shall be considered incidental to line item. Sod will be measured per the nearest square yard (SY). Payment will be made for all accepted sod at the contract unit price.
5. CONCRETE SIDEWALK (4" THICK) – This work shall consist of all labor, materials, equipment and disposal required to construct four (4") inch thick concrete sidewalk sections at the locations designated by the City. Concrete Sidewalk will be measured per the nearest square yard (SY). Payment will be made for all accepted sidewalk at the contract unit price.

Any concrete sidewalk that is damaged as a result of saw cutting, excavation or breaking that was not scheduled to be removed shall be removed and replaced at the Contractor's expense. Said damaged concrete sidewalk shall be removed entirely from existing joint to existing joint. Any reduction in the entire slab removal shall be the discretion of the City of St. Peters. Any existing concrete sidewalk that is damaged that is not scheduled for removal and replacement shall be documented by Contractor and shall be brought to the attention of the City of St. Peters prior to any work. Any such concrete sidewalk not documented and brought to the attention of the City of St. Peters prior to work shall be considered the Contractor's responsibility and shall be replaced at the Contractor's expense

All work shall comply with Eastern Missouri Pavement Consortium Specifications, St. Louis County Standard Specifications for highway Construction, City of St. Peters Design Criterial and Standard Specifications for Street Construction, and all requirements of the Americans with Disabilities Act (ADA).

6. MODULAR BLOCK ALPENSTEIN 20 WALL SYSTEM (H<6') - This work shall consist of furnishing and constructing mechanically stabilized earth wall systems in accordance with Section 720 (Small Block Wall) of the St. Louis County Standard Specifications for Highway Construction. This work shall include all labor, material, and equipment necessary for the complete retaining wall system, including the leveling pad, backfill, geotextile, underdrain system, and any other appurtenances necessary for the complete retaining wall system.

Measurement of mechanically stabilized earth wall systems will be made to the nearest square foot. The quantity to be paid will be measured from the wall installed and shall be confirmed by pallets and block delivered. All block delivery tickets shall be available and confirmed by City.

7. CONCRETE RETAINING WALL - If selected, this work shall consist of furnishing and constructing a concrete retaining wall systems in accordance with Section 703 (Masonry Construction) of the St. Louis County Standard Specifications for Highway Construction. This work shall include all professional design services required to engineer an approximate 4' tall concrete retaining wall. This work shall include all labor, material, and equipment necessary for the complete concrete retaining wall system and any other appurtenances necessary for the complete concrete retaining wall system.

There shall be no direct pay for the final measurement of concrete retaining wall system. Payment shall be made at the lump sum unit bid price.

8. WALL FORM LINER - The form liner pattern must be submitted and approved by the City upon award of contract. This work shall consist of utilizing Form Liners in accordance with St. Louis County Standard Specifications for Highway Construction and as noted in these specifications. Form liners shall be applied to the surfaces poured concrete wall visible face (no footing or buried portion of wall required). Incidental to this bid item are all the costs associated or any other items required or noted per required wall design. This shall include all costs associated with the additional Class B Concrete required to increase the thickness of any member to which a form liner is applied. Payment shall be made at the contract lump sum price.

## SECTION M - SCHEDULE OF DRAWINGS

The following drawings shall be included as part of the contract documents and are in the form of detail sheets prepared by Kirchner Block and Brick.

| <u>Sheet No.</u> | <u>Sheet Descriptions</u>              |
|------------------|--|
| M1-M2            | Alpenstein Product Brochure            |
| M3-M12           | Alpenstein Installation Specifications |



Alpenstein<sup>®</sup>  
RETAINING WALL SYSTEM



*Bringing Retaining Walls to Life*

**DESCRIPTION**

Alpenstein offers design professionals the ease and stability of segmental retaining wall unit construction combined with the versatility and beauty of a plantable wall system. Create convex, concave, and free-form curves, as well as straight walls with Alpenstein to accommodate almost any terrain. The open-unit design allows for root penetration and the natural infiltration of water and makes the unit easy to handle during installation. Once planted with vines, flowers, or other greenery, Alpenstein integrates itself into the natural contours of the landscape.

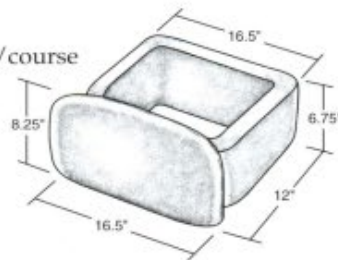
**COMPOSITION & PERFORMANCE**

Alpenstein is made by blending iron oxide pigments with a cement-rich concrete mixture. Utilizing pressure and vibration, specialized equipment molds this special mix into high-density segmental retaining wall units with exceptional strength and durability. Alpenstein meets or exceeds ASTM C1372. Our strict quality control ensures consistent strength, color, and size.

**UNIT DIMENSIONS**

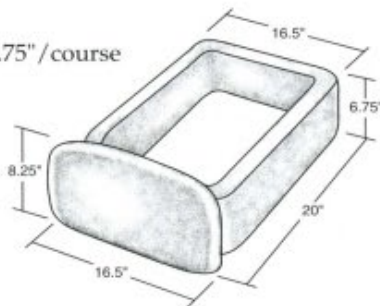
**Alpenstein 12**

Unit Weight: 58 lb  
 Coursing Height: 6.75" / course  
 Coverage: 1.2 sq ft



**Alpenstein 20**

Unit Weight: 79 lb  
 Coursing Height: 6.75" / course  
 Coverage: 1.2 sq ft



Alpenstein® U.S. Patent No. 5,108,231 Trademark of F. von Langsdorff Lic. Ltd.  
 ©1999-2003 Kirchner Block & Brick, Inc. Printed in the U.S.A.

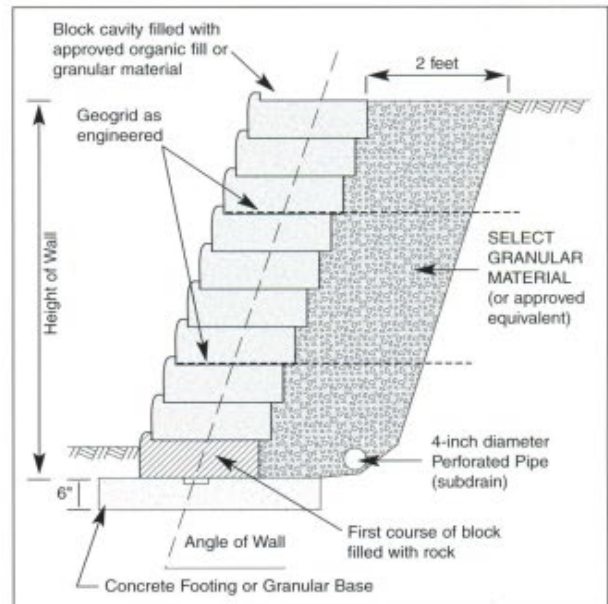
**INSTALLATION**

Alpenstein can accommodate a variety of slope inclinations up to 70 degrees. It can be utilized for most walls under 3 1/2 feet high without geogrid. Higher walls and tiered walls can be constructed with the aid of geogrid reinforcement. A qualified soil engineer should be consulted for walls over six feet high or when site and soil conditions are questionable. Installation should follow the guidelines illustrated below. Backfilling and compaction should take place after each course is installed.

**TESTING**

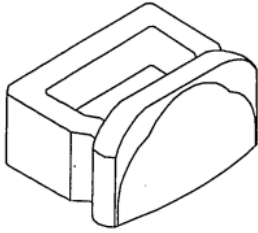
Connection Strength Testing available on request.

**CROSS SECTION**



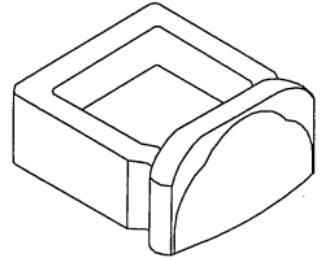
Available from:

Manufactured by: **KIRCHNER BLOCK & BRICK**  
 A Midwest Products Group Co.  
 ST. LOUIS, MO ■ (314) 291-3200 ■ www.Kirchnerblock.com



# ALPENSTEIN®

## RETAINING WALL SYSTEMS



### ST. LOUIS COUNTY MASTER PLANS ALPENSTEIN RETAINING WALLS

KIRCHNER BLOCK AND BRICK, INC.  
12901 St. Charles Rock Road  
Bridgeton, MO 63044  
314/291-3200  
314/291-0265 fax

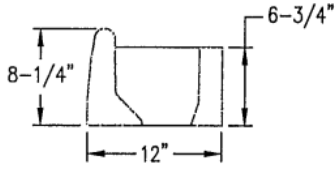
**INDEX OF DRAWINGS**

- Sheet 1 Title and Index
- Sheet 2 Alpenstein 12" and 20" Units
- Sheet 3 Applications and Design Information
- Sheet 4 Typical Cross-Sections
- Sheet 5 Assembly and Layout Details
- Sheet 6 Standard Design - Level Backfill
- Sheet 7 Standard Design - Sloped Backfill
- Sheet 8 Standard Design - Tiered Walls
- Sheet 9 Specifications
- Sheet 10 Specifications

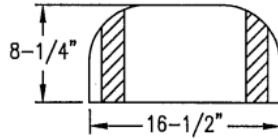


|   |  |   |   |                                |
|---|--|---|---|--------------------------------|
| <b>ALPENSTEIN®<br/>RETAINING WALL SYSTEMS</b> | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | <b>KIRCHNER BLOCK AND BRICK</b><br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | <b>TITLE PAGE</b>   |                                |
|   |  |   | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 1 of 10<br>Date: 4/3/00 |

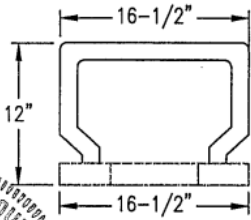
**ALPENSTEIN 12" UNIT**



RIGHT SIDE

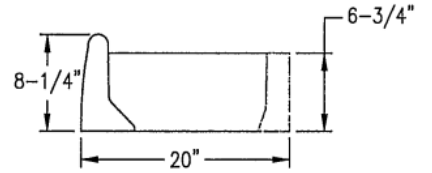


FRONT SIDE  
(BOTH UNITS)

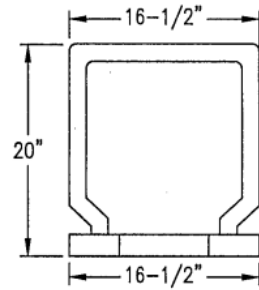


TOP SIDE

**ALPENSTEIN 20" UNIT**



RIGHT SIDE



TOP SIDE



**ALPENSTEIN®  
RETAINING WALL SYSTEMS**

Richard D. Laughlin, P.E.  
MIDWEST TESTING, INC.  
3377 Hollenberg Drive  
Bridgeton, Missouri 63044  
(314) 739-2727

**KIRCHNER BLOCK AND BRICK**  
12901 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 291-3200

**ALPENSTEIN BLOCK DIMENSIONS**

ST. LOUIS COUNTY MASTER PLANS  
ALPENSTEIN RETAINING WALLS

Sheet: 2 of 10  
Date: 4/3/00

**APPLICATION**

The Alpenstein retaining wall consists of concrete wall units which are stacked to form a slope protection and/or retaining system. The open-unit design allows for root penetration and the natural infiltration of water. The walls can be built in straight lines, or in convex or concave curves. The following details and specifications provide standard designs for retaining walls with and without geogrid reinforcement.

**STANDARD DESIGN PROCEDURE**

The standard design details established for the construction of reinforced soil retaining walls are based upon generally accepted soil parameters for St. Louis County. A qualified engineer shall review the site and soil conditions to determine if the actual conditions match those used in this design. All soil parameters used in the design are under long-term, well-drained strength conditions.

The drawings and specifications address geogrid layout and drainage requirements for horizontal and sloping backfill for single walls, and two-tier walls with horizontal backfill. Each case includes a surcharge of 100 pounds per square foot (psf). The following parameters and requirements were used in the development of the designs depicted herein:

RETAINING WALL DESIGN

| Component            | Total Unit Weight, pcf | Cohesion, psf | Friction Angle, $\phi$ | Hydrostatic Pressure, psf |
|----------------------|------------------------|---------------|------------------------|---------------------------|
| Reinforced wall fill | 125                    | 0             | 28                     | 0                         |
| Retained fill        | 125                    | 0             | 28                     | 0                         |
| Foundation soil      | 125                    | 0             | 28                     | 0                         |

Internal Stability of Wall

|   |     |
|---|-----|
| Minimum factor of safety for geogrid strength | 1.5 |
| Minimum factor of safety for geogrid pullout  | 1.5 |
| Wall-backfill interaction coefficient         | 0.8 |
| Wall-foundation soil interaction coefficient  | 0.8 |
| Percent coverage of geogrids                  | 100 |
| Wall batter                                   | 20' |

External Stability of Wall

|   |     |
|---|-----|
| Factor of safety for sliding considerations     | 1.5 |
| Factor of safety for overturning considerations | 2.0 |

External Loading

Surcharge load = 100 psf at top of wall or 3:1 slope above wall

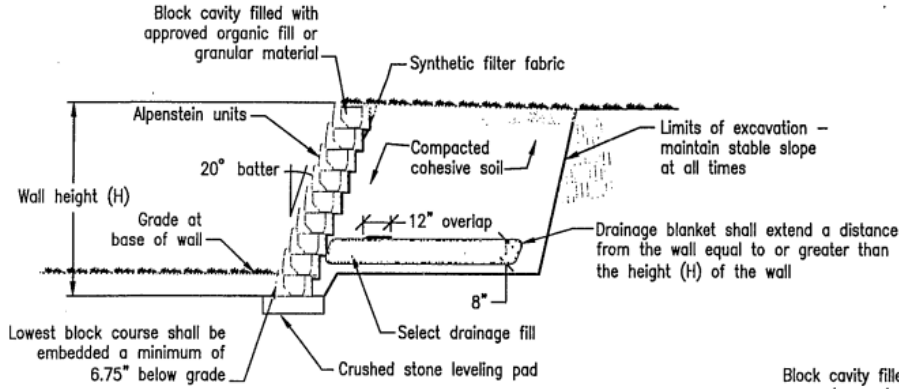
Bearing Conditions

Maximum allowable net bearing pressure for the wall is 2000 psf on natural soil or compacted fill. The allowable net bearing pressure includes a factor of safety of at least 3 against a general bearing capacity failure.

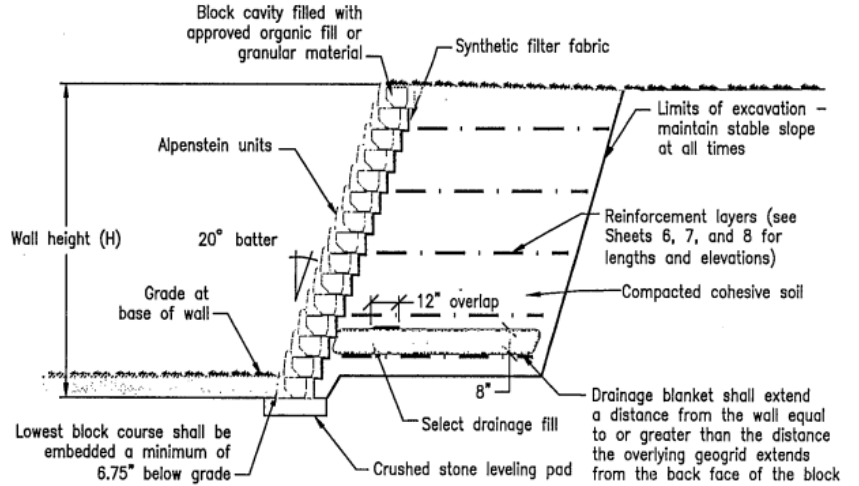


|                                       |  |  |   |                                  |
|---------------------------------------|--|--|---|----------------------------------|
| ALPENSTEIN®<br>RETAINING WALL SYSTEMS | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | KIRCHNER BLOCK AND BRICK<br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | DESIGN INFORMATION  |                                  |
|                                       |  |  | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 3 of 10<br>Date: 12/14/99 |





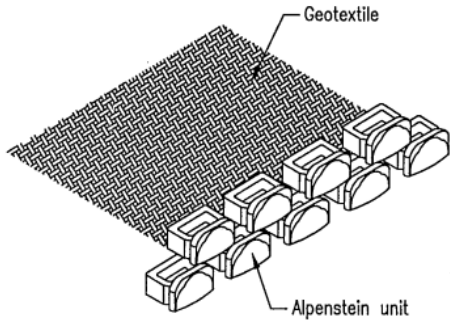
**TYPICAL CROSS-SECTION -- UNREINFORCED WALL**  
N.T.S.



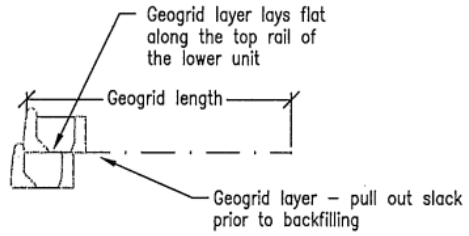
**TYPICAL CROSS-SECTION -- REINFORCED WALL**  
N.T.S.

REGISTERED PROFESSIONAL ENGINEER  
STATE OF MISSOURI  
RICHARD DAVID LAUGHLIN  
NUMBER E-20132

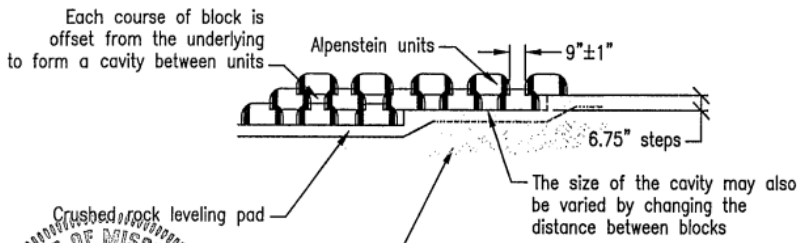
|                                       |  |  |   |                                |
|---------------------------------------|--|--|---|--------------------------------|
| ALPENSTEIN®<br>RETAINING WALL SYSTEMS | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | KIRCHNER BLOCK AND BRICK<br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | TYPICAL CROSS-SECTIONS                                      |                                |
|                                       |  |  | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 4 of 10<br>Date: 4/3/00 |



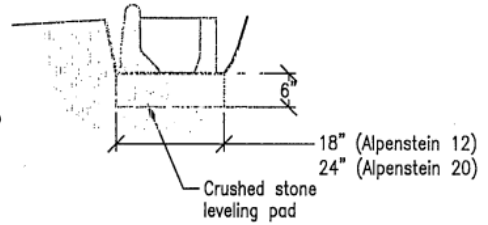
**ISOMETRIC ASSEMBLY DETAIL**  
N.T.S.



**GEOGRID CONNECTION DETAIL**  
N.T.S.



**WALL LAYOUT DETAIL**  
N.T.S.



**LEVELING PAD DETAIL**  
N.T.S.



**ALPENSTEIN®**  
**RETAINING WALL SYSTEMS**

Richard D. Laughlin, P.E.  
MIDWEST TESTING, INC.  
3377 Hollenberg Drive  
Bridgeton, Missouri 63044  
(314) 739-2727

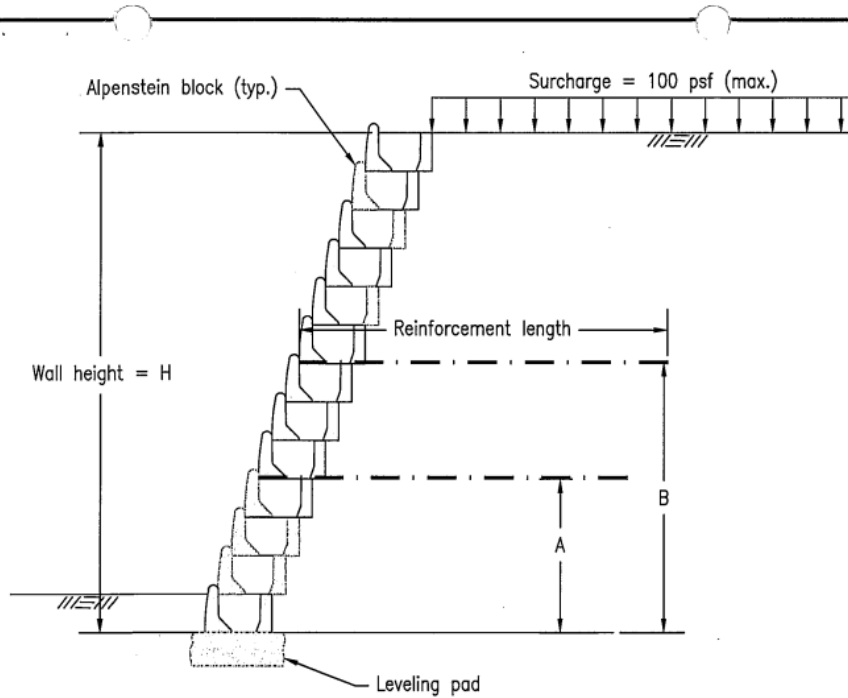
**KIRCHNER BLOCK AND BRICK**  
12901 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 291-3200

**ASSEMBLY AND LAYOUT DETAILS**

ST. LOUIS COUNTY MASTER PLANS  
ALPENSTEIN RETAINING WALLS

Sheet: 5 of 10  
Date: 4/3/00

# M8



### WITH SURCHARGE (S=100 psf max.)

| Block Type     | Maximum Unreinforced Height Above Grade (ft) | Total Number of Block Courses |
|----------------|--|-------------------------------|
| Alpenstein 12" | 2  | 5                             |
| Alpenstein 20" | 5  | 10                            |

### WITHOUT SURCHARGE (S=0 psf)

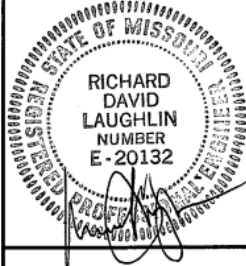
| Block Type     | Maximum Unreinforced Height Above Grade (ft) | Total Number of Block Courses |
|----------------|--|-------------------------------|
| Alpenstein 12" | 4  | 8                             |
| Alpenstein 20" | 6  | 12                            |

Note: The 'no surcharge' case (S=0) can be used when the surcharge exists at a distance behind the top of the wall greater than or equal to the wall height.

| Approximate Wall Height Above Grade (ft) | Total Number of Block Courses | Number of Reinforcement Layers | Reinforcement Length (ft) | A    |        | B    |        |
|--|-------------------------------|--------------------------------|---------------------------|------|--------|------|--------|
|  |                               |                                |                           | Ft   | Blocks | Ft   | Blocks |
| 3*                                       | 6                             | 1                              | 3.0                       | 1.69 | 3      | -    | -      |
| 4*                                       | 8                             | 1                              | 3.5                       | 1.69 | 3      | -    | -      |
| 5*                                       | 10                            | 2                              | 4.0                       | 2.25 | 4      | 3.94 | 7      |
| 6**                                      | 12                            | 2                              | 4.0                       | 2.25 | 4      | 3.94 | 7      |

\*Using Alpenstein 12" units

\*\*Using Alpenstein 12" units with or without surcharge, or Alpenstein 20" units with surcharge



**ALPENSTEIN®  
RETAINING WALL SYSTEMS**

Richard D. Laughlin, P.E.  
MIDWEST TESTING, INC.  
3377 Hollenberg Drive  
Bridgeton, Missouri 63044  
(314) 739-2727

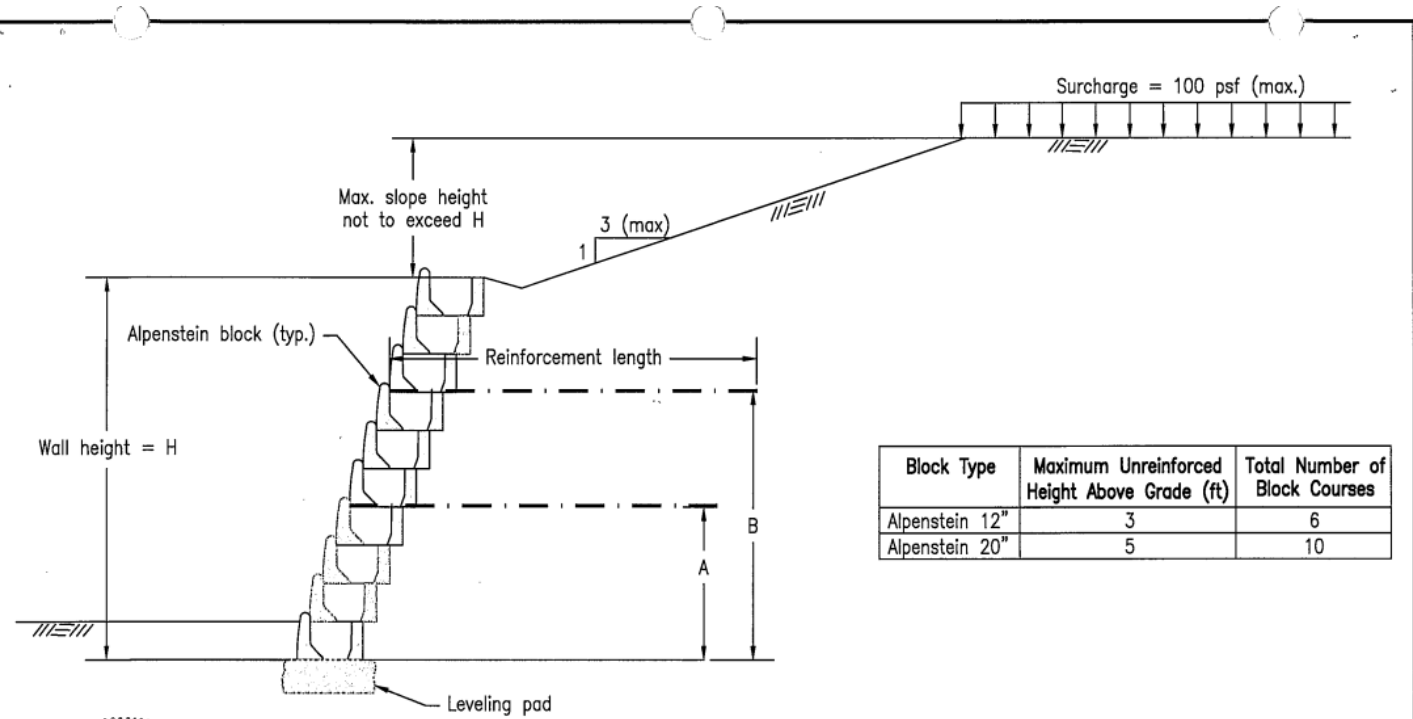
**KIRCHNER BLOCK AND BRICK**  
12901 St. Charles Rock Road  
Bridgeton, Missouri 63044  
(314) 291-3200

**REINFORCEMENT LAYOUT - LEVEL BACKFILL**

ST. LOUIS COUNTY MASTER PLANS  
ALPENSTEIN RETAINING WALLS

Sheet: 6 of 10

Date: 4/3/00



| Block Type     | Maximum Unreinforced Height Above Grade (ft) | Total Number of Block Courses |
|----------------|--|-------------------------------|
| Alpenstein 12" | 3  | 6                             |
| Alpenstein 20" | 5  | 10                            |

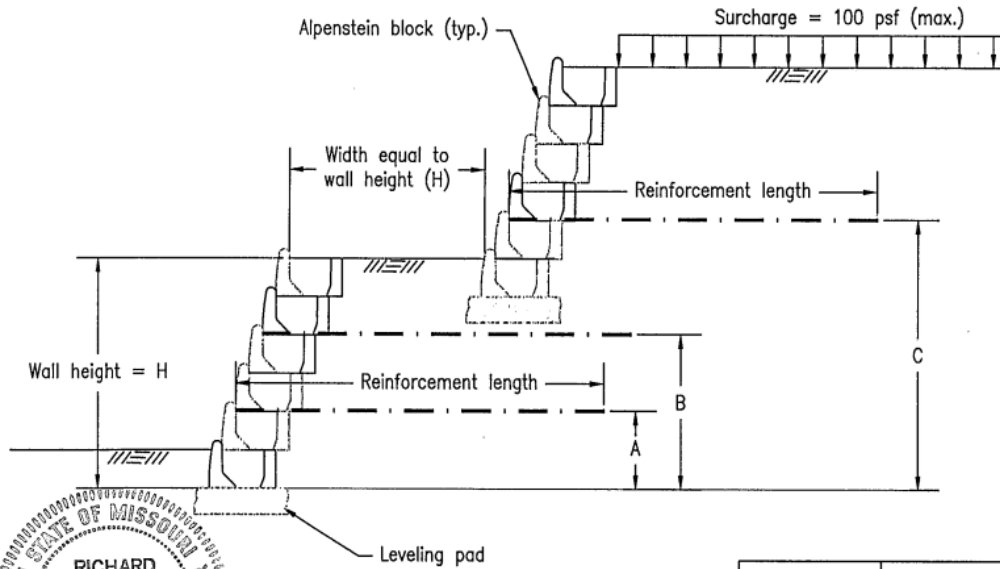


| Approximate Wall Height Above Grade (ft) | Total Number of Block Courses | Number of Reinforcement Layers | Reinforcement Length (ft) | A    |        | B    |        |
|--|-------------------------------|--------------------------------|---------------------------|------|--------|------|--------|
|  |                               |                                |                           | Ft   | Blocks | Ft   | Blocks |
| 4*                                       | 8                             | 1                              | 3.5                       | 1.69 | 3      | -    | -      |
| 5*                                       | 10                            | 2                              | 4.0                       | 2.25 | 4      | 3.94 | 7      |
| 6**                                      | 12                            | 2                              | 4.0                       | 2.25 | 4      | 3.94 | 7      |

\*Using Alpenstein 12" units  
 \*\*Using Alpenstein 12" units or Alpenstein 20" units

|  |  |   |   |                                |
|--|--|---|---|--------------------------------|
| <b>ALPENSTEIN®</b><br>RETAINING WALL SYSTEMS | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | <b>KIRCHNER BLOCK AND BRICK</b><br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | <b>REINFORCEMENT LAYOUT - SLOPED BACKFILL</b>               |                                |
|  |  |   | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 7 of 10<br>Date: 4/3/00 |

# M10



REGISTERED PROFESSIONAL ENGINEER  
 STATE OF MISSOURI  
 RICHARD DAVID LAUGHLIN  
 NUMBER E-20132

| Block Type     | Maximum Unreinforced Height Above Grade (ft) | Total Number of Block Courses |
|----------------|--|-------------------------------|
| Alpenstein 12" | 2  | 5                             |
| Alpenstein 20" | 2  | 5                             |

| Approximate Wall Height Above Grade, each wall (ft) | Total Number of Block Courses, each wall | Number of Reinforcement Layers | Reinforcement Length (ft) | A (lower wall) |        | B (lower wall) |        | C (upper wall) |        |
|---|--|--------------------------------|---------------------------|----------------|--------|----------------|--------|----------------|--------|
|   |  |                                |                           | Ft             | Blocks | Ft             | Blocks | Ft             | Blocks |
| 3   | 7  | 3                              | 4.0                       | 1.69           | 3      | 2.81           | 5      | 5.06           | 9      |
| 4   | 8  | 3                              | 4.0                       | 1.13           | 2      | 3.38           | 6      | 5.63           | 10     |

|   |  |   |   |                                  |
|---|--|---|---|----------------------------------|
| <b>ALPENSTEIN®</b><br><b>RETAINING WALL SYSTEMS</b> | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | <b>KIRCHNER BLOCK AND BRICK</b><br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | <b>REINFORCEMENT LAYOUT - TIERED WALLS</b>                  |                                  |
|   |  |   | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 8 of 10<br>Date: 12/30/99 |

# M11

## MATERIALS

Retaining wall units shall be Alpenstein 12 or Alpenstein 20 block units, as manufactured by Kirchner Block & Brick, Inc. The Alpenstein block units are 16.5 inches wide by 6.75 inches high with a front height of 8.25 inches. The Alpenstein 12 blocks are 12 inches deep and weigh approximately 58 pounds each. The Alpenstein 20 blocks are 20 inches deep and weigh approximately 79 pounds each. The concrete used to construct the units shall have a minimum 28-day compressive strength of 3000 psi in accordance with ASTM C 90. Materials shall be protected at the job site and kept free from damage prior to installation.

Geotextile reinforcement material shall consist of Mirafi SRW200 manufactured by TC Mirafi. Synthetic filter fabric surrounding the blanket drains and lining the back face of the blocks shall be Mirafi 140NL. Reinforcing material shall be stored above 20°F and be shaded from prolonged exposure to direct sunlight. Rolled reinforcing material may be laid flat or stood on end for storage. Contractor shall prevent mud, wet cement, epoxy, and like materials from coming in contact with or affixing themselves to the geotextile or geotextile products.

The retaining wall leveling course shall consist of 3/4- to 1-inch minus (at least 15 percent by weight passing the No. 200 sieve) durable crushed stone.

Reinforced wall backfill material shall be cohesive soil with a liquid limit not to exceed 45 and a plasticity index (PI) less than 20. The material shall be free of rubble, boulders, cobbles, and gravel, and not contain more than 5 percent organic matter by weight.

The select drainage fill shall be 3/4- to 1-inch clean (less than 5 percent by weight passing the No. 200 sieve) durable crushed stone.

The topsoil shall be fertile, friable, and fibrous (containing a minimum of 4% organic matter). The topsoil shall be free of rubble, stones larger than 1 inch in diameter, frozen material, and seeds from noxious weeds.

## EXECUTION

### Foundation Soil Preparation

Vegetation and topsoil shall be removed in the area of the reinforced fill zone. Excavate material for the wall as required to achieve the required reinforcement length and leveling pad depth, such that the lowest block course is embedded a minimum of 6.75 inches (one block course) below the finished grade at the base of the wall at all locations.

Foundation soil shall be excavated as required to expose natural undisturbed soil or compacted fill suitable for the support of the wall at the maximum design bearing pressure of 2000 psf. The base of the excavation shall be free of loose soil or rock, uncompacted fill, water, frozen material, or other deleterious matter. If uncompacted fill or other unsuitable soil is encountered at the base of the

excavation, the base of the reinforced zone shall be undercut a minimum of 2 feet below the grade at the base of the wall and replaced with compacted material, in accordance with compaction requirements set forth elsewhere in these specifications.

### Wall Erection

Construct the crushed rock leveling pad as shown in the detail drawing. The leveling pad shall be at least 6 inches thick after compaction. The leveling pad shall extend at least 3 inches beyond the front and back edges of the first block course.

The initial block course must be carefully positioned to ensure proper wall alignment. To ensure that the block units are properly aligned, a thin veneer of fine- to medium-grained sand not to exceed 1 inch in thickness may be spread over the prepared footing to aid in leveling and provide full contact with the prepared footing. Install first course of wall units at a minimum depth of 6.75 inches below grade on the prepared leveling pad. The horizontal distance between adjacent blocks should be 9±1 inches in order to maximize contact between successive block layers.

Block units shall remain below grade a minimum of 6.75 inches at all locations and be "stepped" where necessary to accommodate sloping grades. The maximum vertical step should not exceed 2 block courses.

Install next course by stacking tightly against the shield of the lower block in a running bond pattern, resulting in an inclination of 20° to the vertical. Maintain a horizontal spacing of 9±1 inches between adjacent blocks for straight walls. Horizontal spacing for concave or convex walls will vary for successive block courses but shall not exceed 10 inches.

See specifications elsewhere on this sheet for geotextile installation procedures.

The alignment and inclination of the wall must be inspected frequently during construction and adjusted as necessary to maintain proper alignment. Blocks may be leveled using mortar as fill between blocks or durable, non-degradable shims may be used as needed.

### Wall Drainage

Install the blanket drain for the length of the wall as shown on the detail drawing. The blanket drain shall be installed above the grade at the base of the wall. Install synthetic filter fabric around the 6-inch-thick layer of select drainage fill and along the back face of the wall as construction proceeds to prevent the migration of soil fines into the drainage material and through the openings between blocks. The front edge of the blanket drain shall maintain full contact with the back of the block. A minimum of 3 inches of reinforced backfill shall be present between the fabric-wrapped blanket drain and any geotextile layer.

Finished grading shall be performed such that positive drainage is established. The water shall sheet-flow over the top of the wall, flow away from the wall, or be directed around the wall, such as with a swale. Grading shall be performed near the

|   |  |   |   |                                |
|---|--|---|---|--------------------------------|
| <b>ALPENSTEIN®<br/>RETAINING WALL SYSTEMS</b> | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | <b>KIRCHNER BLOCK AND BRICK</b><br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | <b>SPECIFICATIONS</b>                                       |                                |
|   |  |   | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 9 of 10<br>Date: 4/3/00 |

# M12

base of the wall to establish a slope such that water will flow away from the base of the wall.

## Filling and Compaction

Filling behind the wall and within the block cavities shall proceed as the wall is constructed. The height of the wall shall be kept not more than 2 block courses above the level of the backfill.

Place reinforced wall backfill material in maximum 8-inch-thick loose lifts and compact to at least 95 percent of the material's maximum dry density as determined by the standard Proctor method (ASTM D 698). The moisture content of the backfill material must be within the range conducive for achieving the required compaction, which may require aeration or the addition of water depending on the moisture conditions prevailing at the time of construction.

Backfill shall be placed, spread, and compacted in such a manner that minimizes wrinkles and movement of the geotextile. Backfill shall be placed from the wall outward to ensure that the geotextile remains taut during the backfilling operation.

Fill materials shall be placed to lines and grades shown on construction plans. Tolerance of variations with grades shown shall be plus or minus 0.1 feet.

Topsoil or crushed stone used within the cavities of the blocks shall be tamped into place using a hand tamper.

Fill materials classified as cohesive and granular shall not be mixed.

## Geotextile Reinforcement

Refer to the construction drawings for required type, length, and elevation of geotextile layers. When cut in the field, geotextile layers can have a minimum tolerance of the specified length minus 3 inches. Lengths shorter than this minimum will be rejected. The geotextile lengths shown on the plans include the portion of the geotextile layer to be embedded between the block courses.

The placement of the geotextiles is shown on the construction drawings. Monitoring of the fill will be necessary to ensure that the geotextiles are placed at the specified elevation. Geotextiles placed outside of a plus or minus 4-inch zone of the geotextile design elevation will not be accepted. Removal of unacceptably placed geotextiles will be required so that proper elevations can be obtained for the placement of the geotextiles.

The geotextile shall be laid on top of the block units and horizontally on the compacted backfill. The geotextile must be connected to the wall units by embedding the geotextile between the block courses. The geotextile must be anchored and pulled taut before the backfill is placed over the geotextile.

Slack in the geotextile at the wall unit connections shall be removed prior to the placement of fill above the reinforcement. It is recommended that uniform tensioning of all reinforcement layers be accomplished throughout the height of the wall. Slack in the geotextile reinforcement will result in undesirable movements of the wall which will require repair by the Contractor at no expense to the Owner.

## PROTECTION OF WALL

The design of the wall is based on conditions and loads imposed on the wall upon completion of the project. Prior to project completion, the wall is vulnerable to damages caused by construction activity adjacent to the wall. Of particular concern is the use of grading equipment on the retained backfill at the top of the wall.

Track-type construction equipment shall not be operated directly on the reinforcing material. Turning of track-type vehicles on fill layers placed atop the reinforcing material shall be kept to a minimum so as to prevent tracks from displacing the fill and damaging the reinforcing material.

Rubber-tired equipment may pass directly on reinforcing material at slow speeds (less than 10 miles per hour). Sudden braking and sharp turning of vehicles shall be avoided.

Only equipment with a weight not exceeding 1 ton can be used in the 3-foot zone immediately behind the back face of the wall. Equipment exceeding this weight limit, including scrapers, high-lifts, dozers, bobcats, backhoes, motor graders, dump trucks, and pavers, must be kept a minimum of 3 feet from the back face of the wall to avoid overstressing the geotextile reinforcement and pushing the wall out of alignment. This restriction may require the use of hand labor to complete the wall. Equipment should be operated in a direction parallel to the alignment of the retaining wall. Equipment that is operated in a direction perpendicular to the wall face can push the wall out of alignment due to increased impact loading.

The surface of the wall backfill shall be graded at the end of each day of work to provide positive surface drainage away from the wall. Grading shall include proper contouring of fills in adjacent areas to prevent the flow of surface water into the select backfill work area.

Uncontrolled infiltration from heavy rains during construction can cause severe erosion and undermining of unit block walls, requiring their removal and reconstruction in some instances. Care must be exercised during construction to prevent the infiltration of surface water into the work area behind the wall. The Contractor shall control surface water during wall construction and make all necessary repairs caused by surface water at no additional expense to the Owner.

|                                       |  |  |   |                                 |
|---------------------------------------|--|--|---|---------------------------------|
| ALPENSTEIN®<br>RETAINING WALL SYSTEMS | Richard D. Laughlin, P.E.<br>MIDWEST TESTING, INC.<br>3377 Hollenberg Drive<br>Bridgeton, Missouri 63044<br>(314) 739-2727 | KIRCHNER BLOCK AND BRICK<br>12901 St. Charles Rock Road<br>Bridgeton, Missouri 63044<br>(314) 291-3200 | SPECIFICATIONS  |                                 |
|                                       |  |  | ST. LOUIS COUNTY MASTER PLANS<br>ALPENSTEIN RETAINING WALLS | Sheet: 10 of 10<br>Date: 4/3/00 |

## SECTION N - SPECIAL CONDITIONS

1. The City of St. Peters will conduct a pre-construction meeting with the successful bidder. Sections C, L, and N of these documents, and any other questions, will be discussed.
2. All work described and specified in the documents shall be completed within in thirty (30) calendar days from the date of issuance of the Notice to Proceed. Unless approved by the City.
3. Liquidated damages will be deducted from the total contract payment at a rate of \$100.00 per day, for each calendar day the work is not completed beyond the in thirty (30) calendar days allotted for the project.
4. ADD ALTERNATES

**Description.** This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

| Routes   | Proposal Section Description |
|--|------------------------------|
| Birdie Hills Wall and Fence Replacment (Items 1-6) | Base                         |
| Concrete Retaining Wall (Item 7)                   | Add Alternate #1             |
| Wall Form Liner (Item 8)                           | Add Alternate #2             |

Note: See Section C (Bid Proposal) for a breakdown of all quantities for each add alternate section.

**Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the City's budget. If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

1. Base + Add Alt
2. Base

The City's budget is the basis for award of add alternates but not the basis for award of the base section.

5. ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the City's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may



arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the City that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

**Coordination of Construction.** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the City for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

When consultant survey is not included in the contract, the contractor shall coordinate with the City, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the City at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the City. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the City.

Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the City.

**Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the City. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the City.

No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

## 6. Utility Locates

A. The Contractor is responsible for obtaining the locations and verifying the depths of all utilities within the project area. The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or its subcontractor's operation. It shall be noted by the contractor that the City of St. Peters is a member of Missouri One Call (800 Dig Rite). Prior to beginning work, the contractor shall request locates from Missouri One Call.

## 7. Form Liners

### A. Description

This work item shall consist of constructing the form liner aesthetic treatment on cast-in-place concrete and described in this special provision.

### B. Materials

1. Shop Drawings. Contractor shall provide complete shop drawings of all aesthetic treatments.
2. Formwork. Formwork for aesthetic treatment of the cast-in-place concrete, shall be a type that produces uniform results consistent in both, pattern and depth of relief with the project design aesthetics. The contractor shall be responsible to coordinate the aesthetic treatments of all components to meet the design aesthetic criteria described herein and as shown on plans. No mixing of pattern numbers or manufacturers will be permitted. The form liner pattern shall require approval from the City of St. Peters.
3. Form Ties. Wall form ties shall be placed in a uniform pattern. In surface areas receiving the aesthetic treatment form liner, all form ties shall be placed in the simulated stone surface. Form ties shall be fiberglass ties that shall hold the forms in the correct alignment. The color of the ties shall closely match the concrete wall color. Ties shall be ground flush with the surface of concrete prior to pressure washing.
4. Form Release Agent. Form release agents shall be the manufacturer's standard non-staining, non-petroleum based and compatible with surface sealer finish coating and aesthetic concrete stain. Form release agents shall be applied to all surfaces of the form liner at the manufacturer's recommended rate.
5. Gaskets. Closed cell compressible neoprene of such thickness as is appropriate to assure leakage prevention shall be used to prevent joint leakage. One face shall be coated with an adhesive tape to assure proper positioning at the time of form closure. The neoprene shall be sufficiently compressible as to assure virtual "zero" separation of the forms as a result of the use of this product.
6. Aggregates
  - a. Aggregate Source. The aggregate incorporated into the concrete mix of all aesthetic concrete bridge components shall be from the same source as the balance of the bridge concrete work. The purpose for this provision is to ensure uniformity of materials and color once areas are pressure washed and

aggregates become exposed. Single-source shall be interpreted as one contiguous rock quarry, gravel pit or dredging location. This provision in no way alters the specification requirements for aggregate quality specified in other sections of the project specifications.

- b. Aggregate Gradation. Concrete mixes supplied for the construction of the aesthetic treatments shall be in accordance with the following requirements. The concrete aggregate for the aesthetic treatment mix shall be Gradation E in accordance with [Sec 1005](#) for any areas where aesthetic treatment is formed monolithically with the structure. This requirement for aggregate size is necessary to permit concrete mixture to flow freely and fill completely into reveals and form liner proposed in the aesthetic treatment. Gradation E aggregate shall meet the aggregate source requirements.
7. Joint Materials. Bond breaker material shall be polyethylene tape, coated paper, metal foil or similar type materials. The backup material shall be compressible, non-shrink, non-reactive with the sealant and non-absorptive material type such as extruded butyl or polychloroprene foam rubber. The joint sealant shall be an elastomeric, multi-component sealant, in accordance with Federal Specification TT-S-227, Type II. The sealant color shall match the final concrete color with aesthetic concrete stain.

#### C. Construction Requirements

1. Reveals and Texture. All reveals and texture shall be continuous from element to element through construction joints and around corners. Techniques shall be utilized to ensure true continuous texture between separate elements. Sand blasting will not be permitted for cleaning concrete surface, as sand blasting will reduce the special surface texture specified. Pressure washing with water is the preferred method of removing laitance. Pressure washing cleaning shall provide a minimum pressure of 3000 psi (21 MPa) at a rate of 3 to 4 gallons per minute (11.4 to 15.1 L/min) using a fan nozzle held perpendicular to the surface at a distance of 2 to 3 feet (0.6 to 0.9 m). The completed surface shall be free of blemishes, discolorations, surface voids and conspicuous form marks to the satisfaction of the City.
2. Sample Test Panels. Sample test panels shall be constructed to demonstrate the contractor's workmanship for all form liner textures and patterns as shown on the plans. The sample test panels may also be used for demonstration special surface finish if approved by the City. The architectural surface treatment of the finished work shall achieve the same final effect as demonstrated on the approved sample test panels. The materials used in construction of the sample test panels shall be in accordance with all standards as listed in this specification and the plans. The concrete mix shall be consistent with the project specifications and criteria. The minimum size of the sample test panels shall be 2.25 x 4 feet x 8 inches. The form liner finish shall be demonstrated in a vertical strip covering one-half to three-quarters of the sample test panel(s). This sample test panel shall be treated with the aesthetic concrete stain and penetrating concrete sealer.
3. Patches. Holes and defects in concrete surface shall be filled within 48 hours of when the forms are removed. The same patching materials and techniques shall be used that were approved on sample test panels. The patches shall be made with a stiff mortar made with the same material sources as the concrete. The mortar mix proportions shall be adjusted so the dry patch matches the dry adjacent concrete. White cement shall be added to the mortar mix if necessary to lighten the mortar mix.
4. Joints. Joints shall be sealed when the sealant, air and concrete temperatures are above 40°F (4°C). Joints shall be primed and filled flush with joint sealant in

accordance with the manufacturer's recommendation. All construction control and expansion joints shall occur within the vertical joints as shown in the elevation views on the plans. All vertical expansion joints shall be filled with preformed fiber expansion joint filler covered with bond break tape and sealed with elastomeric, multi-component sealant.

D. Method of Measurement.

No direct measurement will be made.

E. Basis of Payment.

Payment for the above described work, including all material, additional concrete, equipment, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit price for "Wall Form Liners".

**SECTION O – ADDENDA**

| Addendum # |
|------------|
|            |
|            |
|            |
|            |
|            |

Addendum Received

By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

## SECTION P - PREVAILING WAGE RATES

Prevailing Wage Rates will be required for any for any public works project for which either the engineer's estimate or the bid accepted by the public body for the TOTAL PROJECT COST exceeds seventy-five thousand dollars \$75,000.00.

The TOTAL PROJECT COST shall be based upon the entire project and not individual projects within a larger project. The total project cost shall include the value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project. The total project cost shall additionally include all materials and supplies purchased for the project. A public body shall not divide a project into multiple contracts for the purpose of lowering the total project cost below the threshold described in RsMO Section 290.230.(5).

In addition, for any public works project for which the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of sections 290.210 to 290.340 RsMO shall apply only to that portion of the project that was in excess of seventy-five thousand dollars.

The work under this contract is to be paid for by public funds; therefore minimum prevailing wage rates published by the State Department of Labor are appended. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Contractor will forfeit a penalty to the contracting public body (City of St. Peters) one hundred dollars a day or portion thereof if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor under them. The contractor may also be subject to additional fines and penalties for not complying with the current prevailing wage rates.

An affidavit of compliance and certified payroll records must be forwarded to the City's Purchasing Department.

**[X] Annual Wage Order No. 30 is attached**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 30

Section 092  
**ST. CHARLES COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE           | **Prevailing Hourly Rate |
|------------------------------|--------------------------|
| Asbestos Worker              | \$67.44                  |
| Boilermaker                  | \$31.84*                 |
| Bricklayer                   | \$62.49                  |
| Carpenter                    | \$63.46                  |
| Lather                       |                          |
| Linoleum Layer               |                          |
| Millwright                   |                          |
| Pile Driver                  |                          |
| Cement Mason                 | \$58.81                  |
| Plasterer                    |                          |
| Communications Technician    | \$61.76                  |
| Electrician (Inside Wireman) | \$72.38                  |
| Electrician Outside Lineman  | \$61.85                  |
| Lineman Operator             |                          |
| Lineman - Tree Trimmer       |                          |
| Groundman                    |                          |
| Groundman - Tree Trimmer     |                          |
| Elevator Constructor         | \$31.84*                 |
| Glazier                      | \$65.84                  |
| Ironworker                   | \$67.73                  |
| Laborer                      | \$51.79                  |
| General Laborer              |                          |
| First Semi-Skilled           |                          |
| Second Semi-Skilled          |                          |
| Mason                        | \$31.84*                 |
| Marble Mason                 |                          |
| Marble Finisher              |                          |
| Terrazzo Worker              |                          |
| Terrazzo Finisher            |                          |
| Tile Setter                  |                          |
| Tile Finisher                |                          |
| Operating Engineer           | \$67.95                  |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group III-A                  |                          |
| Group IV                     |                          |
| Group V                      |                          |
| Painter                      | \$50.06                  |
| Plumber                      | \$75.54                  |
| Pipe Fitter                  |                          |
| Roofer                       | \$57.87                  |
| Sheet Metal Worker           | \$72.52                  |
| Sprinkler Fitter             | \$75.31                  |
| Truck Driver                 | \$31.84*                 |
| Truck Control Service Driver |                          |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group IV                     |                          |

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

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



Heavy Construction Rates for  
ST. CHARLES County

Section 092

| OCCUPATIONAL TITLE            | **Prevailing Hourly Rate |
|-------------------------------|--------------------------|
| Carpenter                     | \$61.46                  |
| Millwright                    |                          |
| Pile Driver                   |                          |
| Electrician (Outside Lineman) | \$61.85                  |
| Lineman Operator              |                          |
| Lineman - Tree Trimmer        |                          |
| Groundman                     |                          |
| Groundman - Tree Trimmer      |                          |
| Laborer                       | \$51.75                  |
| General Laborer               |                          |
| Skilled Laborer               |                          |
| Operating Engineer            | \$66.08                  |
| Group I                       |                          |
| Group II                      |                          |
| Group III                     |                          |
| Group IV                      |                          |
| Truck Driver                  | \$31.84*                 |
| Truck Control Service Driver  |                          |
| Group I                       |                          |
| Group II                      |                          |
| Group III                     |                          |
| Group IV                      |                          |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**SECTION Q - INDEMNIFICATION**  
**24-104 - RETAINING WALL AND FENCE REPLACEMENT PROJECT**

To the fullest extent not prohibited by law, the CONTRACTOR shall defend, indemnify and hold harmless the City of St. Peters, its agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character in connection with or performed hereunder, except where caused by the sole negligence of the indemnitee.

Accepted By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

**SECTION R - TRAFFIC CONTROL**  
**24-104 - RETAINING WALL AND FENCE REPLACEMENT PROJECT**

The Contractor shall perform construction traffic control with respect to the work to be performed under this Contract. The Contractor shall provide such construction traffic control in accordance with the regulations promulgated by the Federal Highway Administration using the Manual Uniform Traffic Control Devices. To the fullest extent not prohibited by law, the Contractor shall defend, indemnify and hold harmless the City of St. Peters, its agents and employees from and against any all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character which arise out of or are in any manner related to, whether proximate or not, any alteration, change or modification of any such traffic control devise which such alternation, change or modification is in any part caused by or contributed to, in any manner, whether negligently or intentionally, by the Contractor of any of its employees or agents.

Accepted By: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Signature of Authorized Representative)

Name \_\_\_\_\_  
(Printed Name of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

**SECTION S**

**AFFIDAVIT ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_

and I am currently the \_\_\_\_\_ of

\_\_\_\_\_ (hereinafter "Contractor"),

whose business address is \_\_\_\_\_, and I

am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of St Peters.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Affiant saith not.

---

[SIGNATURE]

---

[printed name], Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

Notary Public

My Commission Expires:

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

## SECTION T - ADDITIONAL PROVISIONS

### **1. Equal Employment Opportunity:**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):**

All contracts and sub-grants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

### **3. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):**

Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **4. Rights to Inventions Made Under a Contract or Agreement:**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:**

Contracts and sub-grants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **Clean Air Act**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the City of St. Peters, and understands and agrees that the City of St. Peters will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided.

### **Federal Water Pollution Control Act**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of St. Peters and understands and agrees that the City of St. Peters will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided.

### **6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

The prospective participant certifies, by signing and submitting this bid/proposal/agreement, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall



complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**7. Debarment and Suspension (E.O.s 12549 and 12689):**

Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the non-procurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.

**8. Domestic preferences for procurements (§ 200.322):**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**9. Termination for Cause and for Convenience:**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**City's Right to Terminate Contract and Complete the Work**

The City shall have the right to terminate the employment of the Contractor in the event of any default by the Contractor after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City may take possession of the work and of all

materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

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

If the Owner terminates the Contractor for default, the Contractor hereby assigns to Owner (and Owner's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective only upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept the assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements, and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner determines to accept assignment of the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's determination to accept the assignment of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor, but not the Owner. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner without further subcontractor approving and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver to Owner a written acknowledgement in form and substance satisfactory to Owner from each of its Subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

The City shall have the right to terminate the Contractor's employment for the City's convenience after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City shall pay the Contractor for all work that has been completed.

If after termination of the Contractor for default as provided above, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CITY.

The rights and remedies of the CITY in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **10. Procurement of Recovered Materials:**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322. This requirement applies to all contracts awarded by a non- federal entity under grant and cooperative agreement programs. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”