



STANDARD CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

FOR

UTILITY AND STREET CONSTRUCTION

September 2019

CITY OF RAYMORE, MISSOURI
100 Municipal Circle Raymore, Missouri 64083
816-331-1852 (Telephone) 816-331-8067 (Fax)

STANDARD CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR UTILITY AND STREET CONSTRUCTION

CITY OF RAYMORE, MISSOURI

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NOTICE TO BIDDERS

City of Raymore, Missouri

Sealed proposals will be received by the Purchasing Specialist at the City Hall, 100 Municipal Circle, Raymore, Missouri, until _____ on _____, 20___. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on said date and time and only the bidder name will be read aloud along with required documents checked for responsiveness. On all requests and correspondence, please reference RFP Number _____.

The specific locations of the work to be done shall be contained in the special provisions section of the bid document. The contractor shall bid on all work.

All equipment, material and workmanship must be in accordance with the Specifications and other Contract Documents. Project manual, plans and specifications, and proposal forms may be viewed at the office of the City Engineer, 100 Municipal Circle, Raymore, Missouri 64083.

Request for Proposal documents can be downloaded electronically for a non-refundable fee of \$15.00 at www.questcdn.com by inputting Quest Project Number _____ on the Project Search Page, or by clicking [here](#). Copies of the Request for Proposal documents may also be obtained by prospective bidders from the City of Raymore, Engineering Dept., for a non-refundable cost of \$30.00. You can contact Quest CDN at 1-952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading and working with the electronic documents.

Bidder must be a plan holder with the City of Raymore or QuestCDN in order to bid on the project.

A copy of the 2016 City of Raymore 'Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction' may be obtained from the City of Raymore Engineering Department for \$50.00 or may be downloaded at no cost from the City's website at www.raymore.com

A mandatory pre-bid meeting will be held on _____, 20__ at _____ and _____ at _____. Bidders must attend one pre-bid meeting . The pre-bid meeting will be held at Raymore City Hall in the Council Chambers.

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior approval of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

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.

All wages paid for work under this contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Missouri Public Law 294, Sec. 290.210 through 290.340, R.S. MO. 1969, as amended.

Pursuant to 610.021 RSMo, Item 12, all documents within a request for proposal (RFP) will become open record to the public upon a negotiated contract being executed. All documents within a request for bid (RFB) become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

INFORMATION FOR BIDDERS

CONTRACT DOCUMENTS

The copies of the contract documents are included in the manual.

The "Missouri Standard Specifications for Highway Construction", latest revision, the Standard Specifications & Design Criteria – Kansas City Metropolitan Chapter of the APWA, latest revision, and the "Standard Contract Documents and Technical Specifications for Utility and Street Construction - City of Raymore, Missouri" (July 2013) are an integral part of the Contract Documents and the manual. All Bidders are required to obtain and utilize the latest revision of these manuals to ensure compliance with current city codes, state statutes, policies and regulations.

Bidders must familiarize themselves with all local ordinances and statutes pertaining to the proposed construction, and examine and determine for themselves the location and nature of the proposed work, and the amount and character of the labor and materials required therefore, and the difficulties, which may be encountered.

BIDDER'S KNOWLEDGE

The Bidders shall acquaint themselves with any and all changes in specifications and changes in methods or procedures or policies as may be set forth in these Contract Documents.

If any Bidder contemplating the submission of a bid for the proposed contract in doubt as to the true meaning of any part of the plans, specifications or other proposed documents; that Bidder should submit a written request for clarification. The request to the Public Works Director for an interpretation thereof at least 3 days prior to the scheduled bid opening. The person submitting the request will be responsible for prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City of Raymore will not be responsible for any other explanation or interpretation.

All proposals shall be made and received with the express understanding that the Bidder accepts the terms and conditions contained in these instructions and the plans and specifications, forms of contract and bonds and any other contract documents referred to herein.

If after the bids have been delivered to the City, any difference of opinion that should arise as to the true intent or meaning of any part of the specifications decision determining clarification or true intent of the specifications by the Public Works Director and shall be final, conclusive and binding on all parties.

BIDDER'S QUALIFICATIONS

If requested, Bidders must present satisfactory evidence that they are familiar with the class of work specified and that they possess the necessary capital, tools, machinery and other equipment to conduct the work and complete the

improvement within the time specified in the proposal, in a good and professional manner and to the entire satisfaction of the City.

The Bidders agree that they are fully responsible to the City for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

Before any contractor and/or subcontractor may commence work, the successful Bidder must file with the Engineer and the City, satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required of the successful Bidder.

No subcontractor will be permitted to commence work until written authorization by the City to proceed, is received in writing by the Contractor.

SUBMISSION OF BIDS

Sealed bids will be received by the City, up to the date and hour specified in the Advertisement for Bids at the City Hall offices, 100 Municipal Circle, Raymore, Missouri No bids received after the time specified will be accepted and shall be returned unopened.

All bids must be in ink upon appropriate bid form included in the specifications manual and should indicate prices for each item and the aggregate amount for the work. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form. In order to insure consideration, the bid shall be enclosed in a sealed envelope addressed to the City and clearly marked as to the time and date of bid opening and the nature of the project. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Purchasing Specialist with notation of the project, bid date and time on its face.

Each bid must contain the full name or names and post office address of the Bidder or Bidders. Any person signing a proposal as or acting as the agent of another may be required to furnish legal evidence of his authority to do so. A corporate Bidder must name the state in which its Articles of Incorporation are held and may be requested to provide proof of current corporate standing within that jurisdiction. A partnership must give the full names and addresses of all partners and jurisdiction registered in.

Any entity or submitting a bid shall provide the individual names of all its officers and members in writing and the signatures of its principals to the contract. The signers may, if they choose, identify any subsidiary affiliations to the contract as subcontractors or describe themselves as doing business under a firm name or style.

When a corporation submits a bid, the bid must be signed in the name of, and under the seal of, the corporation by a duly authorized officer or agent of the

corporation and the address given. Such officer or agent may be required to present legal evidence that he has lawful authority to sign said bid. In the event that any corporation organized and doing business under the laws of a foreign state is the successful Bidder, such corporation shall present evidence that it is authorized to do business in the State of Missouri before the contract is executed.

Any Bidder submitting a bid shall not be allowed to submit a bid under a different name or as a subcontractor to any other bid. Evidence of this occurring will be considered sufficient cause for rejection of any and all bids so affected. This is not intended to prevent a subcontractor from quoting prices to more than one Bidder for consideration in the bid process.

Failure on the part of any Bidder to carry out previous contracts satisfactorily or its lack of experience or equipment necessary for the satisfactory completion of the project may be deemed sufficient cause for disqualification.

Unless otherwise specifically provided in the specifications for the improvement, bids must be made upon each and every item shown on the Proposal Form, including all alternate items.

Faxed or electronic bids will not be considered. Modifications to bids already submitted will be allowed if submitted prior to the time specified for the bid opening in the Advertisement for Bids. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised bids.

BIDDERS TO INVESTIGATE SITE

Bidders are required to submit their bids upon the following express conditions, which shall apply to and become part of every bid received:

Each Bidder will determine for itself the work required to be done including materials and labor needed, and shall base its bid in sole alliance of its determination. This determination will be made from personal examination of the location of the proposed work and through any other means it deems necessary including but not limited to verifying utility locations. The investigation and research used to determine the conditions affecting the project will include the materials to be excavated. Any information or data furnished by the City or the City's representatives for the convenience of any Bidder is not guaranteed. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions existing there. The City will be justified in rejecting any claim based on the Bidder should have known from its prebid investigation.

Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been

relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

BID GUARANTY

Each bid shall be accompanied by a Bid Guaranty in the form of a money order, certified check or bid bond, payable to the order of the City, in an amount not less than five percent (5%) of the total amount of the bid. No bid will be considered unless accompanied by a Bid Guaranty.

In case alternate bids are called for, providing for the use of several different classes of material or types of improvement for the same work, one Bid Guaranty in the amount of five percent (5%) of the total amount of the highest bid will be sufficient for all bids.

As soon as the bids have been tabulated, all Bid Guarantees shall be returned to the Bidders except those of the three lowest responsible Bidders which shall be retained until the contract has been signed by the successful Bidder and the bonds and affidavits of the Contract have been filed, approved, and accepted, which shall be within ten days of notice of award of the Contract.

If the successful Bidder fails to enter into a contract (based on in accordance with) his accepted proposal or shall fail to furnish the required performance bond and affidavits within ten days after notice of award, his Bid Guaranty shall be forfeited to the City as liquidated damages. The next best bid shall then be considered the successful bid and that Bidder, at the discretion of the City, shall be awarded the Contract. The remaining Bid Guarantees will be returned after the agreement is executed and a performance bond and affidavits received.

WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.

After the scheduled time for opening, Bidders may not withdraw or cancel for a period of sixty days, and all sums deposited or a Bid Guaranty may be held by the City for said sixty days until all of the bids submitted have been canvassed, a contract awarded and executed, and the required bonds and insurance furnished and approved. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidders.

EVALUATION OF BIDS

The bids from each responsible Bidder will be considered on the basis of the total amount as shown on the bid form and awarded according to the lowest total reflecting the correct summation of all item extensions shown or as otherwise described in the Special Provisions.

The City reserves the right to reject any or all bids. Without limiting the generality of the foregoing, the City may reject any bid which is incomplete, obscure, or irregular, any bid having erasures or corrections in the price sheet, any bid which omits an amount on any one or more items in the price sheet, any bid in which unit prices are obviously unbalanced, any bid accompanied by an insufficient or irregular bid bond, any bid which omits acknowledgment of the receipt of addendums.

The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The low Bidder must supply the names and addresses of major material suppliers and subcontractors. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the agreement and to complete the work contemplated therein.

EXECUTION OF CONTRACT

Prior to acceptance of the bid by the City, the City will mail to the lowest most responsive bidder prepared contract agreements for signature and return. The Contractor shall also submit with the signed agreement, affidavits or copies of insurance coverage that satisfies the requirements of the agreement. Following acceptance of the bid by the City Council, a "Notice of Award" letter will be mailed to the Contractor. The Notice of Award letter will specify that the Contractor submit their Performance Bond, Labor and Material Payment Bond, Certificate of Insurance, updated W-9, along with a copy of their Occupational License with the City. The required amounts are indicated in the General Conditions. No contract will be considered by the City Council until the required affidavits or copies of insurance coverage are submitted and have been approved as to form by the City.

The Performance Bond and the Labor and Material Payment Bond shall be in the amount of 100 percent of the contract price with a corporate surety approved by the City. Attorneys-in-fact who sign Bid Bond, Performance Bond and Labor and Material Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to obtain a Performance Bond and Labor and Material Payment Bond within ten calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Agreement, the City may consider the Bidder in default, in which case the bid guaranty accompanying the proposal shall become the property of the City. The City, within ten days of receipt of an acceptable Performance Bond and Labor and Material Payment Bond, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

A Notice to Proceed shall be issued after all required documents listed within the

Notice of Award is received by the City.

The Notice of Award letter will not be construed as an order to proceed. The Contractor will have no authority to perform work under this contract until all contract documents as indicated above are properly completed and placed on file at the City's offices.

A Notice to Proceed with the work under this project will be mailed to the Contractor upon satisfaction of the above-indicated requirements. A mandatory pre-construction conference will be scheduled.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout.

**INSTRUCTIONS FOR RESPONDING TO
RFP _____**

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal

✓	PROPOSAL CHECKLIST TO INCLUDE WITH PACKET
	Form A - Commitment to sign Agreements
	Form B - Contractor Disclosures
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including unit prices, where required)
	Addenda, if applicable
	E-Verify - Attach to original
	Bid Bond (if required) - Attach to original

Total of three (3) proposals submitted

MUST BE RECEIVED BY: _____, 20__ at _____ a.m.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL RFP#
_____ " WITH YOUR COMPANY NAME PRINTED ON IT AND
SUBMIT IT TO:**

<<Purchasing Specialist Name>>
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to the Purchasing Specialist, <<Purchasing Specialist Name>> by e-mail at <<Purchasing Specialist Email>> or by phone at <<Purchasing Specialist Phone Number>>

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a **No Bid Response** may be cause for removal of the Respondent from the City of Raymore mailing list.

City of Raymore
<<Purchasing Specialist Name>>
100 Municipal Circle
Raymore, MO 64083
<<Purchasing Specialist Tel / Fax>>
E-Mail: <<Purchasing Specialist Email>>

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: _____

Company Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM A
RFP _____

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) _____ having authority to act on behalf of (Company name) _____ do hereby acknowledge that (Company name) _____ will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: _____

ADDRESS: _____
Street

ADDRESS: _____
City State Zip

PHONE: _____

E-MAIL: _____

DATE: _____
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- _____ MBE (Minority Owned Enterprise)
- _____ WBE (Women Owned Enterprise)
- _____ Small Business

PROPOSAL FORM B

RFP _____

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No ___
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No ___
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No ___
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No ___
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No ___
6. Have any liens filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No ___
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No ___
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No ___

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No ___
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No ___

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore's requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP _____

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: _____

State the current number of personnel on staff: _____

PROPOSAL FORM D

RFP _____

Proposal of _____, organized and existing

(Company Name)

under the law of the State of _____, doing business

as _____ (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. _____ - _____.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. _____

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
				\$
				\$
				\$
				\$
				\$
TOTAL BASE BID				

Total Base Bid for Project Number: _____

\$ _____

In blank above insert numbers for the sum of the bid.

(\$ _____)

In blank above write out the sum of the bid.

BID PROPOSAL FORM E – RFP _____
CONTINUED

Company Name _____

By _____
Authorized Person's Signature

Print or type name and title of signer

Company Address _____

Phone _____

Fax _____

Email _____

Date _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED REQUEST FOR PROPOSAL
ATTN: PURCHASING SPECIALIST

RFP #: 19-_____

DESCRIPTION:

OPENING DATE:

OPENING TIME:

COMPANY NAME: _____

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY



CITY OF RAYMORE
CONTRACT FOR SERVICES

This Contract for _____, hereafter referred to as the **Contract** is made this ____ day of _____, 20__, between _____, an entity organized and existing under the laws of the State of _____, with its principal office located at _____, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal _____ and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of _____ calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$_____.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

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 XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 26) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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 herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
<<City Manager Name>>, City Manager

Attest: _____
<<City Clerk Name>>, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

A mandatory pre bid meeting is scheduled for _____ at _____ and _____ at _____ at the Raymore Municipal Complex located at 100 Municipal Circle, Raymore, Missouri, 64083. All bidders must attend one meeting.

ANTICIPATED SCOPE OF SERVICES:

1. **SPECIFICATIONS WHICH APPLY**

9. **ADDITIONAL BIDDING INFORMATION**

9.1 *Project questions:* All questions regarding the bidding of this project must be submitted to <<Purchasing Specialist Name>>, City of Raymore, Purchasing Specialist at <<Purchasing Specialist Phone>> or <<Purchasing Specialist Email>>. **All questions must be received (3) days prior to the bid opening.**

9.2 *Mandatory Pre-Bid Meeting:* A mandatory pre bid meeting is scheduled for _____, 20__ at 10:00 am and _____, 20__ at 10:00 am at the Raymore Municipal Complex located at 100 Municipal Circle, Raymore, Missouri, 64083. All bidders must attend one meeting.

9.3 It is the contractor's responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website, QuestCDN and emailed.

9.4 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-_____

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of _____, 20__.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order <<current order>> for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("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. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order <<current order>>). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. 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 with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to Section 285.530 RSMo, the bidder 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 herein

by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

PLEASE NOTE: The following affidavit must be completed and returned with RFP.

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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:

Name/Contractor: _____

Company: _____

Address: _____

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 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 Raymore: Project # _____.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 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.

Company Name

Signature

Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

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

Notary Public: _____

My Commission Expires: _____ Commission # _____

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, the Social Security Administration, and the Department of Homeland Security -Verification Division.

<<On City of Raymore Letterhead>>

Notice of Award

To: _____

Project Description: _____

The owner considered the bid submitted by you for the above described work in response to its advertisement for bids dated _____, 20__ and information for bidders. You are hereby notified that your bid has been accepted for items in the amount of \$_____

You are required by the Information for Bidders to furnish the required Performance and Labor and Material Payment Bonds, copy of Certificate of Insurance, updated W-9, along with obtaining an Occupational License with the City of Raymore within ten calendar days from the date of receipt of this notice to you. Please sign and return this form via email to <<Engineering Admin>> via fax <<Engineering Admin Fax>>, or regular mail.

If you fail to execute said agreement and to furnish said bond and affidavits (if applicable) within ten days from the date of receipt of this notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge and return a copy of this Notice of Award to the owner.

City of Raymore, Missouri (Owner)

By: _____
Title: Director of Public Works

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

By: _____
Title: _____

Dated: _____

<<On City of Raymore Letterhead>>

Notice to Proceed

To: _____

Date: _____

Project: _____

You are hereby notified to commence work on or before _____ in accordance with the Agreement dated _____ and are to complete the work within _____ calendar days. The date of completion of all work therefore is _____.

CITY OF RAYMORE, MISSOURI (OWNER):

By: _____

Title: Director of Public Works

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

Signed: _____

Dated: _____

Printed Name: _____

Title: _____

General Conditions

1.00 DEFINITIONS

Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

- 1.01 ADDENDA
Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- 1.02 BID
The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.03 BIDDER
Any person, firm or corporation submitting a bid for the work.
- 1.04 BONDS
Bid, payment and/or performance bonds and other instruments of security, furnished by the Contractor/Developer and his surety in accordance with the contract documents.
- 1.05 CALENDAR DAY
Every day shown on the calendar.
- 1.06 CHANGE ORDER
A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.07 CITY
Shall mean the City of Raymore, a municipal Corporation, acting by and through its duly elected governing body and its duly appointed officials.
- 1.08 CONTRACT DOCUMENTS
The contract, including advertisement for bids, information for bidders, bid, bid bond, agreement, performance bond, payment bond, notice of award, notice to proceed, change order, the "Standard Contract Documents and Technical Specifications for Utility and Street Construction, City of Raymore, Missouri", drawings, specifications and addenda.

- 1.09 **CONTRACT PRICE**
The total monies payable to the Contractor under the terms and conditions of the contract documents.
- 1.10 **CONTRACT TIME**
The number of calendar days stated in the contract documents for the completion of the work.
- 1.11 **CONTRACTOR**
The person, firm or corporation with whom the Owner has executed the agreement.
- 1.12 **DRAWINGS**
The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- 1.13 **ENGINEER**
The person, firm or corporation named as such in the contract documents.
- 1.14 **ENGINEERING PLANS**
All engineering drawings including plans, profiles and details; calculations; and/or reports prepared and sealed by a registered engineer, and meeting City standards and good engineering practices.
- 1.15 **FIELD ORDER**
A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- 1.16 **HOLIDAYS**
The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, the following days shall be established as holidays:

New Year's Day	January 1
Martin Luther King Day	January (3rd Monday)
President's Day	February (3rd Monday)
Memorial Day	May (last Monday)
Independence Day	July 4
Labor Day	September (1st Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving Day	November (Friday after Thanksgiving)
Christmas Eve Day	December 24
Christmas Day	December 25

If a holiday falls on a Saturday, the preceding Friday is taken off; if a holiday falls on a Sunday, the following Monday is taken off.

1.17 CONSTRUCTION OBSERVER

An authorized representative of the City of Raymore Public Works Department who has been assigned to monitor conformance to the requirements of the City's Standard Specifications by the Contractor/Developer.

1.18 NOTICE OF AWARD

The written notice of the acceptance of the bid from the Owner to the successful bidder.

1.19 NOTICE TO PROCEED

Written communication issued by the Owner to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the work.

1.20 OWNER

A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

1.21 PROJECT

The undertaking to be performed as provided in the contract documents.

1.22 RESIDENT PROJECT REPRESENTATIVE

The authorized representative of the Owner who is assigned to the project site or any part thereof.

1.23 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

1.24 SPECIFICATIONS

A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.25 SUBCONTRACTOR

An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

1.26 SUBSTANTIAL COMPLETION

That date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose.

1.27 SUPPLEMENTAL GENERAL CONDITIONS

Modifications to general conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to inclusions in the contract documents.

1.28 SUPPLIERS

Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

1.29 WORK

All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

1.30 WRITTEN NOTICE

Any notice to any party to the agreement relative to any part of this agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or an authorized representative on the [REDACTED]

2.00 PREVAILING WAGE RATES

The Contractor shall pay for labor at rates not less than those certified pursuant to Section 290.210 through 290.340 and 290.550 through 290.580, RSMo, as amended by the Missouri Department of Labor and Industrial Relations as indicated by the schedule attached to the project Special Provisions. The Contractor shall forfeit as a penalty to the Owner, amount set by Section 290.250, RSMo, for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any work done under said contract by the Contractor or any Sub-Contractor.

Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, or constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation...shall employ only Missouri laborers and laborers from non-restrictive states on such project or improvement (section 290.550-.580 RSMo).

3.00 OWNERSHIP OF EXISTING MATERIAL

All materials existing on the site and removed during the construction are the property of the Owner. The Contractor, at his expense, shall stockpile or dispose of all materials which the Owner does not want to retain as directed by the Engineer. All materials which the Owner wants to retain shall be delivered to a location in the City as directed by the Engineer at the expense of the Contractor.

4.00 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 4.01 The Contractor may be furnished additional instructions and detail drawings when determined necessary by the Engineer to carry out the work required by the contract documents.
- 4.02 The additional drawings and instruction thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

5.00 SCHEDULES, REPORTS AND RECORDS

- 5.01 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed.
- 5.02 Seven (7) days prior to the pre-construction conference the Contractor shall submit schedules showing the order in which he proposes to carry on the work; the schedule shall comply with Section 108.4 of the Missouri Standard Specifications for Highway Construction.
- 5.03 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

6.00 DRAWINGS AND SPECIFICATIONS

- 6.01 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 6.02 In the case of a conflict of meaning between any of the terms of the Contract Documents, the provisions of the document listed first below shall take precedence over those of a document listed later:
- Contract Agreement Form
 - Special Provisions
 - Proposal Form
 - Plans
 - Specifications
 - General Conditions

Special provisions and detail plans are intended to modify and prevail over standard plans and specifications. Figure dimensions on drawings shall govern over scale dimensions. Items not defined within the Contract

Documents will be as defined in the APWA Standard Specifications and Design Criteria, latest edition, or the Missouri Standard Specifications for Highway Construction, latest edition.

- 6.03 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be reported in writing within five (5) to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

7.00 SHOP DRAWINGS

- 7.01 Prior to performance of the work, the Contractor shall prepare and submit to the Engineer, schedules, documents and shop drawings necessary to complete the work. The Contractor shall allow sufficient time for the Engineer to review and comment on the submittals and for the Contractor to respond to the comments, prior to performance of the work involved; normally two to three weeks. The Engineer may require additional information including permits, detail drawings, and calculations as needed to complete the review. The Contractor shall furnish as many copies of the submittals as the Engineer requires for review and subsequent inspection of the work. The Contractor shall not change the submittals without the Engineer's written consent. Upon completion of the work, reproducible copies suitable for microfilming shall be furnished to the Engineer if requested. The price bid for the contract items includes the cost of preparing and furnishing the submittals.

The Engineer's review of the submittals does not relieve the Contractor of responsibility for:

1. Accuracy of dimensions and details.
 2. Agreement and conformity with the contract.
 3. Successful completion of the work.
 4. Proper and safe design done by the Contractor.
 5. Proper and safe construction of the work.
- 7.02 The approval of any shop drawings which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- 7.03 When submitting for the Engineer's review, shop drawings shall bear the Contractor certification that the Contractor has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.
- 7.04 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the

Engineer. Prior to the Engineer's approval of the shop drawings or other submissions, if the Contractor chooses to proceed on work contained within the shop drawings or submissions, it will be done at the Contractor's risk. The Contractor will not receive any additional compensation to bring the completed work into compliance with the approved shop drawings or submissions. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

8.00 MATERIALS, SERVICES AND FACILITIES

- 8.01 It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- 8.02 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 8.03 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 8.04 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 8.05 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

9.00 INSPECTION AND TESTING

- 9.01 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.
- 9.02 The Contractor shall provide at his expense the necessary testing and inspection services required by the contract documents, unless otherwise provided.
- 9.03 The Owner shall provide all other inspection and testing services not required by the contract documents.

- 9.04 If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer a minimum 24 hour notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 9.05 Neither observations by the Engineer or Resident Project Representative nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.
- 9.06 The Engineer and any representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing, thereof.
- 9.07 If any work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 9.08 If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing and of satisfactory reconstruction. If, however, such work is not found to be defective, an extension of the Contract time will be given and the Owner will bear all the expense directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- 9.09 All sampling and testing deemed necessary by the Engineer shall be performed by the City or by a Testing Laboratory approved by the City. The costs of all such tests, showing compliance with the Specifications, shall be paid by the Contractor.

The following is a list of tests to be performed and the frequency of each test.

TYPE	TEST REQUIRED	METHOD
COMPACTION OF EARTHWORK	SHEEPS FOOT, PROOF ROLL MATERIALS TESTING IN-PLACE DENSITY/MOISTURE	Sheeps Foot "Walks Out", Tandem Axle Dump Truck, 50000 lb Both tests conducted with Construction Inspector present At Engineer's Discretion by Certified Quality Control Laboratory
BACKFILL	VISUAL INSPECTION	Jumping Jack or Vibratory Plate Compactor
STRUCTURAL BACKFILL	IN-PLACE DENSITY/MOISTURE	At Engineer's Discretion by Certified Quality Control Laboratory
SUBGRADE MODIFICATION	VISUAL INSPECTION	Visual
COMPACTION, AGGREGATE BASE	PROOF ROLL SHEEPS FOOT, PROOF ROLL	Tandem Axle Dump Truck, 50000 lb Sheeps Foot "Walks Out", Tandem Axle Dump Truck, 50000 lb Both tests conducted with Construction Inspector present
STABILIZED SHOULDERS	SHEEPS FOOT, PROOF ROLL	Sheeps Foot "Walks Out", Tandem Axle Dump Truck, 50000 lb Both tests conducted with Construction Inspector present
EMBANKMENT	VISUAL INSPECTION	
GRANULAR BASE	SHEEPS FOOT, PROOF ROLL	Sheeps Foot "Walks Out", Tandem Axle Dump Truck, 50000 lb Both tests conducted with Construction Inspector present
CRUSHED STONE FOR BACKFILL	CERTIFICATE	Visual
SURFACE OR RESURFACING AGGREGATE	CERTIFICATE	NA

TYPE	TEST REQUIRED	METHOD
FLY ASH FOR STABILIZATION AND COLD RECYCLE	MOISTURE TESTS CERTIFICATE	At Engineer's Discretion
PORTLAND CEMENT CONCRETE STRUCTURES AND MISCELLANEOUS CONSTRUCTION	MASS/YIELD SLUMP AIR CONTENT COMPRESSIVE STRENGTH SHOP DRAWINGS	At Engineer's Discretion
CONCRETE PAVEMENT	SLUMP AIR CONTENT COMPRESSIVE OR FLEXURAL STRENGTH MASS/YIELD PROFILOGRAPH	Minimum of 1 set per each day Type Inspection must equal "ACI" when recording for acceptance Type Inspection must equal "ACI" when recording for acceptance 1 set of 4 on initial pour then 1 set every 50 yards. 1 set per pour and/or mix change Testing by Testing Lab, results reviewed by City See Standard Specifications As Special Provisions Specify
CONCRETE BRICK PAVERS	CERTIFICATE	NA
JOINT FILLER	CERTIFICATE	NA
BITUMINOUS CONSTRUCTION, (PLANT MIX)	CERTIFICATE	NA
BITUMINOUS MIXTURES	DENSITY, VOIDS, STABILITY, FLOW, GRADATION, ASPHALT CONTENT, VMA, VFA	At Engineer's Discretion
SLURRY SEAL	CERTIFICATE	NA
BITUMINOUS SEAL	CERTIFICATE	NA
PAINT	CERTIFICATE	NA
REINFORCING STEEL BARS AND OTHER REINFORCING MATERIAL	DELIVERY TICKET	NA

TYPE	TEST REQUIRED	METHOD
STONE FOR RIPRAP, WASH CHECKS & OTHER MISC. USES	CERTIFICATE	NA
AGGREGATE FOR CONCRETE	CERTIFICATE	NA
MASONRY STONE	CERTIFICATE	NA
UNDERDRAIN AGGREGATE	CERTIFICATE	NA
LIQUID MEMBRANE FORMING COMPOUNDS	CERTIFICATE	NA
PORTLAND CEMENT, BLENDED HYDRAULIC CEMENT, FLY ASH FOR USE IN CONCRETE	KC METRO MATERIALS BOARD, (KCMMB)	KCMMB Requirements
INDIVIDUAL AGGREGATE	KC METRO MATERIALS BOARD, (KCMMB)	KCMMB Requirements
DRAINABLE BASE	SIEVE ANALYSIS OF AGGREGATE, (1% OF MASS)	
EPOXY	CERTIFICATE	NA
PRE FORMED THERMO-PLASTIC	CERTIFICATE	NA
THERMOPLASTIC	CERTIFICATE	NA
THERMOPLASTIC SPRAY	CERTIFICATE	NA
GLASS BEADS	CERTIFICATE	NA
FLOWABLE FILL	CERTIFICATE	NA
HDPE OR RC PIPE, ALL USES	CERTIFICATE	NA
GUARD RAIL	CERTIFICATE	NA
FERTILIZER, HERBICIDES	CERTIFICATE	NA
BIOLOGICAL PLANTINGS	CERTIFICATE	NA
SEED, TURF GRASSES	CERTIFICATE	NA
SIGN BLANKS AND FACING	CERTIFICATE	NA
ROLLED EROSION CONTROL PRODUCTS	CERTIFICATE	NA
PARK BENCHES, PED. BRIDGES., PLAYGROUND EQUIP., OTHER PARK EQUIP.	CERTIFICATE	NA
GABIONS, BIOGABIONS	CERTIFICATE	NA
FENCING MATERIAL	CERTIFICATE	NA
IRRIGATION MATERIALS	CERTIFICATE	NA
AGGREGATES	CERTIFICATE	NA
CRACK FILLING MATERIAL	CERTIFICATE	NA
CRACK REPAIR MEMBRANE	CERTIFICATE	NA
HANDICAP RAMP MARKING PANELS	CERTIFICATE	NA
PRECAST CONCRETE BOX CULVERTS	CERTIFICATE	NA

TYPE	TEST REQUIRED	METHOD
SANITARY SEWER LINES & SERVICE LINES	CERTIFICATE	NA
LANDSCAPING PRODUCTS (INCL. BONDED FIBER MATRIX, HYDRO SEEDING PRODUCTS, MULCHES, ETC.)	CERTIFICATE	NA
MISCELLANEOUS PRODUCTS (INCL. GEOCELLULAR CONFINEMENT PRODUCTS, MODULAR WALL PRODUCTS, MONUMENT BOXES, PROJECT SIGNS, ETC.)	CERTIFICATE	NA
SOIL SAMPLE FOR SOIL AMENDMENTS	NITROGEN, POTASSIUM, PHOSPHORUS CONTENT—ASTM	PERTINENT ASTM/AAS HTO TEST
OTHER MATERIALS NOT LISTED ABOVE	CERTIFICATE OR AS SPECIFIED BY ENGINEER	NA

10.00 SUBSTITUTIONS

10.01 Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function will be considered by the Engineer, if submitted by the Contractor. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor shall allow sufficient time for the Engineer to review and comment on the substitution and for the Contractor to respond to the comments, prior to the performance of the work; normally two to three weeks. Any cost differential shall be deducted from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

11.00 PATENTS

11.01 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the project of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless he promptly gives such information to the Engineer.

12.00 SURVEYS, PERMITS, REGULATIONS

12.01 The Contractor shall set construction stakes establishing lines, slopes, elevations and grades for utility and street construction as the Engineer deems necessary for proper control of the work as shown in the contract documents. The Contractor shall develop and establish other necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The Contractor shall assume full responsibility for all measurements made from the stakes and marks so established.

12.02 The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

12.03 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Within ten (10) days of receipt of the Notice of Award, the Contractor shall obtain a City of Raymore "Occupational License" the License is available from the City Clerk. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 15, Changes in the Work.

13.00 PROTECTION OF WORK, PROPERTY AND PERSONS

- 13.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work as deemed necessary by the Engineer in accordance with the contract documents and Manual on Uniform Traffic Control Devices latest revision. The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection as deemed necessary by the Engineer to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto. The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, landscaping ornaments, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, etc., not designated for removal, relocation or replacement in the course of construction. The Contractor is responsible to field verify which items within their work zone are to be removed, relocated and replaced with the Engineer before commencing work within the area. Unless a specified bid item is provided, this work shall be considered incidental to the project.
- 13.02 The locations of existing utilities indicated on the drawings are based solely on available records and no responsibility is assumed by the Owner or the Engineer for the accuracy of those utilities indicated on the plans. The Contractor will assume all responsibility to the utility companies for expense incurred by them to protect or maintain their operation, including temporary relocations, during the time work is in progress.
- 13.03 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify Owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 13.04 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will promptly give the Engineer written notice of any significant changes in the work or deviations from

the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

14.00 SUPERVISION BY CONTRACTOR

14.01 The Contractor shall supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site prior to commencing any work. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. At the time when the supervisor is not present on the site, the Contractor shall have a representative on the site who can act on behalf of the Contractor and to receive communications from the Engineer and Owner. No additional compensation or time will be given to the Contractor for delays or redoing of work that may be necessary that are caused by untimely communications between the Contractor and his representative.

15.00 CHANGES IN THE WORK

15.01 The Engineer, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Engineer written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner. Failure by the Contractor to provide written notice of an intended change order within fifteen (15) days after the work is performed will result in denial of the change order request by the Owner for the work performed and submitted at a later date.

16.00 CHANGES IN CONTRACT PRICE

16.01 The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- Unit prices previously approved.
- An agreed unit price for each extra work item performed.
- An agreed lump sum.
- Force Account in accordance with MODOT 109.5

17.00 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 17.01 The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.
- 17.02 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 17.03 If the Contractor, or in the case of default the surety, shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public. This amount will be deducted from any money due the contractor. The Contractor and surety shall be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		
From More Than (\$)	To and Including Calendar Day (\$)	Charge Per (\$)
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And Above	3,000

- 17.04 The Contractor shall not be charged with liquidated damages or any excess cost if the Contractor has promptly given written notice of such delay to the Owner or Engineer and the delay in completion of the work is due to one of the following:
 1. To any preference, priority or allocation order duly issued by the Owner.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
3. To any delays of subcontractors occasioned by any of the causes specified in paragraph 17.04A and 17.04B of this article.

18.00 CORRECTION OF WORK

- 18.01 The Contractor shall promptly correct all work rejected by the Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 18.02 The Contractor shall promptly remove from the work area all materials rejected by the Engineer for failure to comply with the contract documents, whether incorporated in the construction or not. The Contractor shall keep the materials rejected by the Engineer segregated from the acceptable materials until properly disposed of. The Contractor shall bear all expense in the removal and replacement of the rejected materials.
- 18.03 All removal and replacement of work and materials rejected by the Engineer shall be done at the Contractor's expense. If the contractor does not take action to remove such rejected work and/or material within ten (10) days after receipt of written notice, the Owner may cause to have such work and/or materials removed and replaced at the expense of the Contractor.

19.00 SUBSURFACE CONDITIONS

- 19.01 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered as provided for under the contract documents for type of work being performed.

19.02 The Owner shall promptly investigate the conditions, and if the Owner finds that such conditions materially differ and cause an increase or decrease in the cost of or in the time required for performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice, provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

20.00 SUSPENSION OF WORK, TERMINATION AND DELAY

20.01 The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

20.02 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of any creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the contract documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a change order.

20.03 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the

Contractor that existed or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

20.04 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

20.05 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within sixty (60) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, the Contractor may, after ten (10) days from delivery of written notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Engineer stop the work until he has been paid all amounts then due. In which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

20.06 If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

21.00 PAYMENTS TO CONTRACTOR

21.01 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also

be accompanied by such supporting data, satisfactory to the Owner, as will establish the interest therein, including applicable insurance. The Engineer will, within thirty (30) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all the work covered by the contract documents. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages, less authorized deductions.

21.02 All work covered by partial payment made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care, protection and performance of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the contract documents.

21.03 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within sixty (60) days of completion and acceptance of the work.

21.04 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of

the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

21.05 Final Payment

The Owner will make final payment to the Contractor after:

- Ground is adequately restored. This includes establishment of proper ground cover – as defined in Section 805.4 of the Missouri Standard Specifications for Highway Construction – 2011 Edition,
- Final acceptance of the project by the Raymore City Council, and
- The Contractor has submitted these items.
 - Affidavit for obtaining settlement of Contract with the State of Missouri and any political or governmental subdivision thereof.
 - Letter of Consent from surety.
 - Appropriate Lien Waiver (s).
 - Two-year maintenance bond.
 - All prevailing wage reports.

22.00 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

22.01 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's Sureties from any obligations under the contract documents or the performance bond.

23.00 INSURANCE

23.01 Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives,

employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required of the apparent low bidder and submitted with the signed contract prior to Council consideration (1st reading) and shall be maintained by the Bidder/Contractor for the duration of the contract period. Claims made on policies must be in force or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits
General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits
Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

5. In addition to the insurance provided above, Contractor shall at all times during the course of this building project secure and provide to the City of Raymore proof of a Builder's Risk Policy for this project and in place.

6. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

23.02 Certificates of insurance acceptable to the Owner shall be filed with Owner prior to first reading by the Raymore City Council. These certificates shall name the City of Raymore as an additional insured and shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner.

24.00 CONTRACT SECURITY

24.01 PERFORMANCE BOND

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

24.02 LABOR AND MATERIAL PAYMENT BOND

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the Owner with a Labor and Material Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

24.03 MAINTENANCE BOND

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. 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 with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

25.00 ASSIGNMENTS

25.01 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his rights, title or interest therein, or their obligations thereunder, without written consent of the other party.

26.00 INDEMNIFICATION

26.01 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss and expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

26.02 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly, or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Worker's Compensation acts, disability benefit act or other employee benefits acts.

26.03 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

27.00 SEPARATE CONTRACTS

27.01 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

27.02 The Contractor shall be responsible for this coordination of his construction schedule and work areas with other contractors (public or

private) in the area of the construction. This coordination of construction with other contracts shall be done in accordance with Section 105 of MODOT Standard Specifications. The coordination of construction on this contract and other contracts shall be done such that all project completion dates are met on all contracts.

27.03 The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

28.00 SUBCONTRACTING

28.01 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Within 10 days of receipt of the Notice of Award, the Contractor shall provide a list of Sub-Contractors and a schedule of values of work to be performed for approval by the Owner.

28.02 The Contractor shall not award work to subcontractor(s), in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner.

28.03 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

28.04 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

28.05 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

28.06 The Contractor shall be responsible for all communications necessary between the Owner and the Contractor's subcontractors. The Owner will only determine those claims submitted by the Contractors on behalf of their subcontractors.

29.00 ENGINEER'S AUTHORITY

29.01 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the contract documents in a fair and unbiased manner and in the best interests of the City. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

29.02 The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

29.03 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

29.04 The Engineer shall promptly make decisions relative to interpretation of the contract documents.

30.00 COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

30.01 The Owner reserves the right to reduce or delete any bid items during contract negotiations with the successful bidder and/or after award of the contract. No adjustment will be made to the unit prices bid on the contract for any items because of reduction or deletion.

31.00 LAND AND RIGHT-OF-WAY

31.01 Prior to issuance of Notice to Proceed, the Owner shall endeavor to obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

31.02 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

31.03 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. The Contractor, at his expense shall restore these said temporary construction facilities to the satisfaction of the property Owner. The Contractor shall provide written documentation for the use of said property.

32.00 GUARANTY

32.01 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of project

acceptance by the Raymore City Council. The Contractor warrants and guarantees for a period of two (2) years that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. 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. The Maintenance Bond shall remain in full force and effect through the guarantee period.

Substantial completion referred to above is deemed by the Owner to be when the project is finally accepted by the Raymore City Council; however, in the case of a project which includes both utility and street improvements, the City will consider acceptance of the utility portion of the project upon written request by the Contractor and recommendation of the Engineer after the utility portion has been substantially completed and is capable of being put into service by the City of Raymore.

33.00 ARBITRATION

33.01 All claims, disputes and other matters in question arising out of, or relating to, the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 22, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association provided that the Owner and the Contractor mutually agree by separate instrument to arbitrate such claims, disputes and matters in question. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

33.02 Notice of the demand for arbitration shall be filed in writing with the other party to the contract documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made after institution of legal proceedings based on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations nor prior to the complete execution of a separate instrument of agreement to arbitrate.

33.03 The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

34.00 TAXES

34.01 The Owner is exempt from Missouri State Sales and Use Tax on materials and equipment to be incorporated into the work. Said taxes shall not be included in the Contract Price. The Exemption Certificate and tax exemption letter will be provided by the Owner.

35.00 AIR, WATER AND LAND POLLUTION

35.01 GENERAL

Pollution of natural resources of air, water and land by operation under this contract shall be prevented, controlled and abated in accordance with the rules, regulations and standards adopted and established by Missouri Department of Natural Resources and the City of Raymore.

The Contractor shall furnish material, labor and equipment for the temporary control measures as identified on the plans or ordered by the Engineer or City and shall provide for the acceptable maintenance therefore during the life of the contract to effectively prevent water pollution through the use of berms, rock checks, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods. Construction and installation methods shall be per the latest edition of APWA.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to the extent practical to assure economical, efficient and continuous erosion control throughout the construction and post construction period.

Prior to commencement of any clearing and grubbing, contractor shall:

- Submit a copy of the approved Land Disturbance Permit (LDP) issued by the Missouri Department of Natural Resources.
- Install all perimeter erosion control measures as identified on the approved erosion control plans.
- Install any additional improvements identified on the plans as being installed prior to clearing.

After submitting the state issued LDP and installing the perimeter erosion control measures, the Contractor must apply for a City issued Land Disturbance Permit. At that time, the City will:

- Review the site to verify adequate erosion control measures have been installed.

- If additional measures are deemed necessary, the permit will not be issued until the added measures are installed and verified.

No clearing and grubbing shall be started until the City issued Land Disturbance Permit is issued by the City.

35.02 MATERIALS FOR TEMPORARY CONTROL

1. Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips or other suitable materials acceptable to the Engineer and shall be reasonably free of noxious weeds and other harmful matter.
2. Slope drains may be constructed of pipe, fiber mats, rubble, Portland cement concrete, bituminous concrete plastic sheets or other suitable material acceptable to the Engineer.
3. Grass shall be quick growing species (such as rye or cereal grasses) suitable to the area, which will provide a temporary cover which will not later compete with the grasses sown for permanent cover.
4. Fertilizers and soil conditions shall be a standard commercial grade acceptable to the Engineer.
5. Other materials as approved for use by the Engineer.

The Engineer shall have the authority to limit the surface area of erodible material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate, permanent or temporary control measures to prevent contamination of adjacent streams or other water courses, lakes, ponds and areas of water impoundment. Such slopes shall be seeded and mulched as the excavation proceeds to the extent considered desirable and practical.

The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time as outlined in his acceptable schedule. Temporary pollution control measures will be used to correct conditions that develop during the construction that were not foreseen during the design, that are needed prior to the installation of permanent control features, or that are needed temporarily to control erosion that develops during the normal construction practices but are not associated with permanent control features of the project.

The Engineer will limit the area of excavation, borrow and embankment operations in progress, commensurate with the Contractor's capability and

progress of keeping the finish grading, mulching, seeding and other permanent erosion control measures current in accordance with the accepted schedules. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event of conflict between these requirements and any pollution control laws, rules or regulations of any other Federal and State or local agencies, the more restrictive requirements shall apply.

All temporary and permanent erosion and pollution control measures necessitated by the Contractor's operations outside the right of way and all temporary erosion and pollution control measures necessitated by the Contractor's negligence, carelessness or failure to properly coordinate the installation of permanent controls as part of the work scheduled within the right-of-way shall be performed as ordered by the Engineer at the Contractor's own expenses.

In the case of failure on the part of the Contractor to control erosion, pollution and siltation as ordered, the Owner reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses so incurred by the Owner, including its engineering costs, that are chargeable to the Contractor as his obligation and expense will be deducted from any monies due or coming to the Contractor.

Sedimentation fence, hay bales and flotation sedimentation curtain erosion control measures shall be paid as follows: sixty percent (60%) upon installation, twenty percent (20%) when project is completed, and the remaining twenty percent (20%) upon removal.

36.00 WORKING HOURS

36.01 NORMAL PERIOD FOR WORKING HOURS

The normal working hours within the City of Raymore are as follows:

Weekdays 7:00 a.m. to 7:00 p.m.

Saturdays 7:00 a.m. to 7:00 p.m. (with 48 hour notice)

Work may only be performed during the above-mentioned timeframes unless the Owner authorizes an extension.

36.02 REQUEST FOR WORKING HOURS EXTENSION

The Contractor may make a written request for an extension to the working hours in Section 36.01. The request should contain the reasons

and justification for the time extension that the Contractor feels is necessary. Upon reviewing the request, the Owner will either grant or deny the time extension request. The Contractor will not be entitled to additional compensation whether the request is granted or denied.

The Owner may waive the requirement for a written request in case of extenuating circumstances.

All temporary and permanent erosion and pollution control measures necessitated by the Contractor's operations outside the right of way and all temporary erosion and pollution control measures necessitated by the Contractor's negligence, carelessness or failure to properly coordinate the installation of permanent controls as part of the work scheduled within the right-of-way shall be performed as ordered by the Engineer at the Contractor's own expenses.

In the case of failure on the part of the Contractor to control erosion, pollution and siltation as ordered, the Owner reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses so incurred by the Owner, including its engineering costs, that are chargeable to the Contractor as his obligation and expense will be deducted from any monies due or coming to the Contractor.

Sedimentation fence, hay bales and flotation sedimentation curtain erosion control measures shall be paid as follows: sixty percent (60%) upon installation, twenty percent (20%) when project is completed, and the remaining twenty percent (20%) upon removal.