

**PROJECT MANUAL**

**2020 BACKLIT LETTERING PROJECT**

**PROJECT NO: 409-020**

**The City of Riverside, Missouri**

**September 7, 2020**

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**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**CITY OF RIVERSIDE, MISSOURI  
ADVERTISEMENT FOR BIDS**

Separate sealed bids for the **2020 Backlit Lettering Project (Project No. 409-020)** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on Thursday, September 24, 2020**, and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Plans, Specifications, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may also be obtained at the above city hall address. The Information for bidders and advertisement can be viewed on the City of Riverside's website <http://www.riversidemo.com/rfps>.

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

Dated: September 7, 2020

**CITY OF RIVERSIDE, MISSOURI**  
**INFORMATION FOR BIDDERS**

The City of Riverside, Missouri (the “City”) invites sealed bids on the forms contained in the Bid Package and Contract Documents for the

**2020 BACKLIT LETTERING PROJECT**  
**(Project No. 409-020)**

**1. Receipt and Opening of Bids.** Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m. on September 24, 2020**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope **“2020 BACKLIT LETTERING PROJECT (Project No. 409-020)”** and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening.

**2.** There will not be a **Pre-Bid Meeting**.

**3. Rejection of all Bids.** If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City’s normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**4. Preparation and Submission of Bid.** Each bid must be submitted on the prescribed form(s) and accompanied by:

- (1) Qualifications of Bidder (Experience Questionnaire) with Certificate of Good Standing
- (2) Affidavit of Work Authorization with E-Verify attached (2 pages)
- (3) Bid Form

All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall or on the City of Riverside’s website <http://www.riversidemo.com/rfps>. A copy the bidding documents may be obtained from Riverside City Hall, Telephone 816-741-3993.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM

ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**5. Addenda and Interpretations.** No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed to:

**Resident Project Representative, City of Riverside:** Travis Hoover: [thoover@riversidemo.com](mailto:thoover@riversidemo.com)

and to be given consideration must be received by **5pm on September 18, 2020.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be mailed by the fastest delivery method available via registered mail or overnight delivery, and may also be mailed electronically or faxed to all prospective bidders recorded as having received the Bid Documents, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this Section.**

**6. Substitute Material and Equipment.** The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

**7. Subcontracts.** As part of the experience questionnaire, the bidder shall submit to the City with the Bid a list of all proposed subcontractors to be used on the project. The list shall indicate those portions of the work each subcontractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

**8. Qualifications of Bidder (Experience Questionnaire).** 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 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 obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

**Authority to Do Business in Missouri.** Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

**Key Personnel.** Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

GC Project Manager  
On-Site Field Superintendent  
QC/QA Manager  
Safety Officer

For each of the Key Personnel, provide the following background information:

- Years of employment with current employer;
- Other projects this person will be involved with concurrently with the project;
- Provide professional registrations, education, certifications and credentials held by the person that are applicable to the Project.

**Quality Assurance/Quality Control Plan.** Provide a summary of Bidder's Quality Assurance/Quality Control Plan for this project

- Describe key issues that might affect the Project schedule and how Bidder proposes to address them
- Provide a statement regarding all work performed two (2) years immediately preceding the date of the Bid that contains either (a) any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed

**Statement of Assurances.** Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids

9. Reserved.

10. Reserved.

**11. Time of Completion.** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project by 11/21/2020. No time extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City.

**12. Conditions of Work.** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**13. Laws and Regulations.** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**14. Method of Award - Lowest Responsible Bidder.** If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded to the "lowest responsible bidder". If such bid exceeds such amount, the City may reject all bids or may award the contract on such items as identified by and deemed in the best interest of the City, in its sole discretion, as produces a net amount which is within the available funds. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

The City reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional bids. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation, in the sole determination by the City, indicates to the City that the award will be in the best interests of the project.

**15. Obligation of Bidder.** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

**16. Federal Work Authorization Program Participation.** Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**17. Proof of Lawful Presence.** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

**18. Safety Standards and Accident Prevention.** With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.
- d. 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. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

**19. Reserved.**

**20. Reserved.**

**21. American Products.** Pursuant to RSMo 34.353, any manufactured good 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 state law.

**22. Transient Employers.** Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

**23. Current City Business License.** The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning construction.

**24. Sales Tax Exemption Certificate.** The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

**25. Non Discrimination and Equal Opportunity.** Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin. The City hereby notifies all bidders that socially and economically disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, age, ancestry or national origin in consideration for an award. The City of Riverside is an equal opportunity employer and encourages minority, women and disadvantaged contractors to submit bids.

**26. Reserved.**

**27. Signing of Agreement.** When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

**BID FOR UNIT PRICE**

**To:** City of Riverside, Missouri  
**Project:** 2020 BACKLIT LETTERING  
**Project No.** 409-020  
**Date** \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of \_\_\_\_\_, a corporation/partnership/ or individual doing business as \_\_\_\_\_.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the construction of the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within forty-five (45) consecutive calendar days thereafter as stipulated in the specifications.

**Bidder acknowledges receipt of the following addendum(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder agrees to perform all of the project work described in the scope of work, for the unit prices contained in the attached Bid for Unit Price attached hereto. The total bid amount is:

(\$ \_\_\_\_\_)

The unit prices attached shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article VII of the Agreement.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 2 days as required by the Agreement.

THE UNDERSIGNED BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY OF RIVERSIDE, MISSOURI BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Respectfully submitted:

(SEAL - if bid is by a corporation)

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

# BID FORM

## BID FOR UNIT PRICE CONTRACTS (Pricing)

CONTRACTOR: \_\_\_\_\_

### 2020 BACKLIT LETTERING PROJECT (409-020)

ITEM NO.	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
1	Removal of old letters. Provide and install new backlit letters.	1	LS		
	TOTAL BID				

Item NO. 1

- See attached pictures. This item includes the following:  
Removal of old letters from exterior of Riverside City Hall buildings. At removal sites, holes shall be filled with material approved by City prior to installation of new lettering.  
1 set of 10" (RIVERSIDE) and 8" (CITY HALL) letters  
1 set of 10" (PUBLIC SAFETY) letters  
Installation of new lettering to match font of old lettering. Municipal Court lettering will remain on building. Where possible, the finish of the new lettering should match or be compatible with Municipal Court lettering. Provide electrical hook-up to existing power connection. Power connection will be 10' or less from the new letters.

All Items must be completed by November 21, 2020

**EXPERIENCE QUESTIONNAIRE**  
**(To be completed by each Bidder and submitted with Bid)**

FAILURE TO COMPLETE THIS FORM WILL RESULT IN THE REJECTION OF THE BID.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Primary Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(E-mail)

Federal ID Number: \_\_\_\_\_ or SSN: \_\_\_\_\_

(Check all that apply)

General Contracting

Electrical

Plumbing

Poured in Place Surfacing

Demolition

Earthwork

Playground Equip. Install

Paving

Other: \_\_\_\_\_

Name of State(s) in which incorporated: \_\_\_\_\_

Date(s) of incorporation: \_\_\_\_\_

**Attach Certificate of Good Standing** for State in which incorporated.

If not incorporated in Missouri, also **attach Certificate of Authority to do Business in Missouri.**

Certificate Number: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the following officers:

\_\_\_\_\_  
(President's Name)

\_\_\_\_\_  
(Vice-President's Name)

\_\_\_\_\_  
(Secretary's Name)

\_\_\_\_\_  
(Treasurer's Name)

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_ General \_\_\_ Limited \_\_\_ Association

Names and addresses of all partners (use additional sheet if necessary):

\_\_\_\_\_  
(Name) (Address) (City, State, Zip)

\_\_\_\_\_  
(Name) (Address) (City, State, Zip)

1. How many years has your Company been in business as a contractor under your present business name? \_\_\_\_\_

2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

\_\_\_\_\_  
\_\_\_\_\_

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor \_\_\_\_; (b) as a subcontractor \_\_\_\_?

4. List the three most recent projects your Company has completed similar in scope to the proposed work:

**Project Name or City** \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Project Name or City** \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. What other important projects has your Company completed?

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Project Name** or City \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. List at least two engineering firms with whom you have worked, and the name of the individual who was your primary point of contact: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Have you ever failed to complete any work on a project or defaulted on a contract? If so, where and why? (attach additional pages if necessary)

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8. The construction experience of the Key Personnel in your Company is required. At a minimum, information regarding experience and qualifications of the following positions must be provided: GC Project Manager, On-Site Field Superintendent, QC/QA Manager, Safety Officer.

**NAME** \_\_\_\_\_ **Position** \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

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Education, professional registrations, certifications and credentials held by individual applicable to the Project:

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**NAME** \_\_\_\_\_ **Position** \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

---

---

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

---

---

NAME \_\_\_\_\_ Position \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

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Education, professional registrations, certifications and credentials held by individual applicable to the Project:

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9. List the major items of equipment which you own or which will be used on the project:

<u>Quantity, Description, &amp; Capacity</u>	<u>Age in Years</u>	<u>Condition</u>
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10. List below the contracts to which your company, any principal in your company, or any prior companies owned by a principal in your company were a party during the previous seven (7) years that involved litigation of any type, arbitration, mechanics lien claim or other claim in an amount over \$10,000 (include pending cases with a notation that the matter is still unresolved):

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11. On a typical project, what percent of the work is completed by your own forces? \_\_\_\_\_% What percent by subcontract? \_\_\_\_\_%. List subcontractors you propose to use on this project and their responsibility in this contract.

<u>Subcontractor Name</u>	<u>Contract Responsibility</u>	<u>% of Contract</u>
---------------------------	--------------------------------	----------------------

(1) \_\_\_\_\_

Address State Zip Phone Number

(2) \_\_\_\_\_

Address State Zip Phone Number

(3) \_\_\_\_\_

Address State Zip Phone Number

(4) \_\_\_\_\_

Address State Zip Phone Number

(5) \_\_\_\_\_

Address State Zip Phone Number

15. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? \_\_\_\_\_.

If the answer is no, please provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Has your Company, or any principal in your company, been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities? \_\_\_\_\_.

If the answer is yes, please provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Has your Company received any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against your Company or paid by your Company during the last two (2) years? \_\_\_\_\_.

If the answer is yes, please provide the detail of each and every such notice: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AFFIDAVIT for WORK AUTHORIZATION**

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

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or  
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

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

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “Contractor”), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**.

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

5. Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

\_\_\_\_\_  
Signature of Affiant  
Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

***\*PLEASE NOTE:*** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.

**AGREEMENT  
BETWEEN  
CITY OF RIVERSIDE, MISSOURI AND**

**Contractor:** \_\_\_\_\_

**FOR  
COMPLETION OF  
2020 BACKLIT LETTERING PROJECT**

**Project No. 409-020**

**ORDINANCE / RESOLUTION NO.:** \_\_\_\_\_

**CONTRACT PRICE: \$** \_\_\_\_\_

**AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR**

**2020 BACKLIT LETTERING PROJECT**

**Project No: 409-020**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Riverside, Missouri (“City”), and \_\_\_\_\_ (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance / Resolution No. \_\_\_\_\_, duly approved on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Administrator (“Administrator”) is authorized to perform Administrator’s functions set forth in this Agreement; and

WHEREAS, Administrator may designate one or more engineers, architects, or other persons to assist Administrator in performing Administrator’s functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.
- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.

D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.

F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.

G. “Contractor” has the meaning set forth in the preamble of this Agreement.

H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.

I. “Project” means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.

J. “Resident Project Representative” means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Travis Hoover - [thoover@riversidemo.com](mailto:thoover@riversidemo.com) 816-372-9004.

K. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.

L. “Substantial Completion” means the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

M. “Work” or “Work on the Project” means work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit E (Scope of Work) and Exhibit F (Technical Specifications) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

## **ARTICLE II THE PROJECT AND THE WORK**

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment.

City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

C. The Resident Project Representative shall act as the City's representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. 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 at the factory or fabrication plant of the source of the material supply. The Resident Project Representative will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Resident Project Representative, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, and the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III CONTRACT AMOUNT**

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or Work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind

related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

#### **ARTICLE IV PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, no later than 11/21/2020. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial 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. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. CONSTRUCTION SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

E. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below. Pictures shall be taken from the same elevation so the building letters.

1. Pre-Construction photos - minimum of 15 digital shots

2. Construction photos of significant changes - minimum of 15 digital shots

3. Post Construction photos - minimum of 15 digital shots

F. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

G. SUSPENSION OF WORK. The City may 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 which shall fix the date on which Work shall be resumed. The Contractor will resume the 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

H. DRAWINGS AND SPECIFICATIONS. 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 City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Resident Project Representative in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

I. SHOP DRAWINGS. Contractor shall submit to Resident Project Representative for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and

approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Resident Project Representative. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Resident Project Representative's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Resident Project Representative any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Resident Project Representative's review does not relieve Contractor from responsibility for defective Work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Resident Project Representative.

J. MATERIALS, SERVICES AND FACILITIES. 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. 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. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Resident Project Representative. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

K. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. 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 Resident Project Representative timely notice of readiness. The Contractor will then furnish the Resident Project Representative the required certificates of inspection, testing approval. Inspections, tests or approvals by the Resident Project Representative or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative and the City's 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 or 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.

If any Work is covered prior to inspection by the Resident Project Representative it must, if requested by the Resident Project Representative, be uncovered for the Resident Project Representative's observation and replaced at the Contractor's expense. If the Resident Project Representative considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Resident Project Representative's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Resident Project Representative may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment.

L. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative 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 City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the City may remove such Work and store the materials at the expense of the Contractor.

M. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, 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 shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be 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.

N. SURVEYS, PERMITS AND REGULATIONS. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, 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 City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the Work.

O. **SUBSURFACE CONDITIONS.** The Contractor, before bidding the Project, has the responsibility to become familiar with the Project site and the conditions under which Work will have to be performed during the construction period. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

P. **SUPERVISION BY CONTRACTOR.** The Contractor will supervise and direct the Work. The Contractor 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 or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a 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.

## **ARTICLE V CONTRACT DOCUMENTS**

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. EXPERIENCE QUESTIONNAIRE
5. AFFIDAVIT OF WORK AUTHORIZATION
6. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
7. TIME FOR COMPLETION
8. SCOPE OF WORK
9. TECHNICAL SPECIFICATIONS
10. NOTICE TO PROCEED
11. APPLICATION FOR PAYMENT FORM

12. CHANGE ORDER FORM
13. CERTIFICATE FOR SUBSTANTIAL COMPLETION
14. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
15. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
16. ENGINEER/CONSULTANT CERTIFICATE for Acceptance & Final Payment

B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

## **ARTICLE VI PAYMENTS**

A. Prior to submitting its first application for payment in accordance with the terms hereof in substantially the form attached hereto as Exhibit H (an "Application for Payment"), Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each Application for Payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Payment to the Resident Project Representative. In addition to the amount of payment requested in the Application for Payment, each Application for Payment shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application for Payment shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application for Payment include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application for Payment, or return the Application for Payment to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all Subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each

Application for Payment and certify for payment such amounts as Resident Project Representative determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The City Treasurer, upon presentation of an Application for Payment, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. Neither Administrator or Resident Project Representative's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application for Payment, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The Subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for Work performed or materials supplied included on any previous Application for Payment to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits a final Application for Payment, all requirements of the Contract Documents are complied with, and Resident Project Representative issues his or her certificate to that effect. The Engineer's Certificate of Acceptance will be on the form attached hereto as Exhibit N. City, within thirty (30) days after the delivery of Engineer's Certificate of Acceptance, shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its final Application for Payment as claimed by Contractor. All claims not identified in the final Application for Payment are waived. Any payment, however final or otherwise, shall not release the Contractor from any obligations under the Contract Documents.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to Subcontractors or suppliers,

4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or Subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay Subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay Subcontractors and suppliers directly. Any payments made to Subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

## **ARTICLE VIII INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:



Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by Work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) year after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, Subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, Subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's

designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

## **ARTICLE IX INDEMNITY**

A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE X PATENT LIABILITY**

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees, damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

**ARTICLE XI  
COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**ARTICLE XII  
RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all Applications for Payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to Subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

**ARTICLE XIII  
NOTICES**

A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Applications for Payment:

If to the City:

Travis Hoover  
2950 NW Vivion Rd.  
City of Riverside, MO  
Riverside, MO 64150  
[thoover@riversidemo.com](mailto:thoover@riversidemo.com)

If to the Contractor:

Name:  
Title:  
Street Address:  
City, State Zip:  
Email:

B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative.

C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

**ARTICLE XIV  
DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, 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 the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Resident Project Representative and Administrator, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all Work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the Administrator may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective Work not remedied, (2) claims filed or reasonable evidence indicating probable filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of Work in violation of the terms of the Contract Documents.

**ARTICLE XV  
TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop Work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed Work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

**ARTICLE XVI  
COMPLIANCE WITH LAWS**

A. Contractor shall comply strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prevailing wage and prompt payment laws and all U.S. Army Corps of Engineers guidelines, rules, regulations, and criteria for Work within or adjacent to a flood control project area. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**ARTICLE XVII  
LABOR STANDARDS PROVISIONS**

A. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri labors (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works

projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

B. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

C. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the Work covered by this Agreement.

### **ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, Subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. 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 give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this Agreement shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

## **ARTICLE XX SEPARATE CONTRACTS**

A. The City reserves the right enter into other contracts in connection with the 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 the 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 Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the Project or the City may enter into other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

## **ARTICLE XXI ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

## **ARTICLE XXII COMPETENCE**

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

## **ARTICLE XXIII WARRANTY**

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of completion and acceptance of the Work. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the Work that the completed Work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all Work in this Agreement. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the Work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the Work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Engineer's Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

## **ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional

land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

## **ARTICLE XXV TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the Project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

## **ARTICLE XXVI SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protections. 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 part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, 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. Contractor shall require its on-site employees to complete a construction safety

program within sixty (60) days after the date Work on the Project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the 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 herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

#### **ARTICLE XXVII AUTHORIZED EMPLOYEES**

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Work on the Project, and that its employees are lawfully eligible to work in the United States.

#### **ARTICLE XXVIII INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

#### **ARTICLE XXIX CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

#### **ARTICLE XXX RESERVED**

**ARTICLE XXXI  
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES**

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI  
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**APPROVED AS TO FORM:**

*ATTORNEY:*

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

Attorney, \_\_\_\_\_

**COUNTERSIGNED BY:**

*CITY PURCHASING AGENT:*

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

Brian E. Koral  
City Administrator

*CITY OF RIVERSIDE:*

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

Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

*CONTRACTOR:*

\_\_\_\_\_

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

(Signature)

Printed Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

SECRETARY, \_\_\_\_\_

(Name Printed)

**EXHIBIT A**

**RESERVED**

**EXHIBIT B**

**RESERVED**

**EXHIBIT C**

**RESERVED**

**EXHIBIT D**  
**Time for Completion**

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

Time for Completion: 11/21/2020 or 45 Calendar Days from Notice to Proceed

## **EXHIBIT E**

### **SCOPE OF WORK for**

### **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

Contractor shall perform the following Work as more fully set forth in the Contract Documents:

All Work necessary to construct the 2020 BACKLIT LETTERING as shown on and in accordance with the Technical Specifications and/or Drawings referred to in Exhibit F to the Agreement. The Work in the Project shall include but is not limited to the following:

- Demolition and Site Preparation
- Construction Layout
- Backlit Letter Provision and Installation
- Provision of lighting and power supply
- Connection to existing power, provided by the City

Contractor to provide all necessary equipment, labor, and material necessary to perform the Project construction and related work as shown in the Contract Documents. The Work includes, but is not limited to, the following:

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities as needed prior to the work starting.
3. Include all layout required for the performance of this work.
4. Provide digital photographs of the preconstruction, construction, and post construction site (see Article IV Progress of Work / Submittals (F) for specifics)
5. Provide all weather provisions to meet the schedule set forth in the contract documents.
6. Provide clean up associated with the contractors work. Site is to remain free of debris during the construction process.
7. Provide all traffic control as required throughout the construction process.

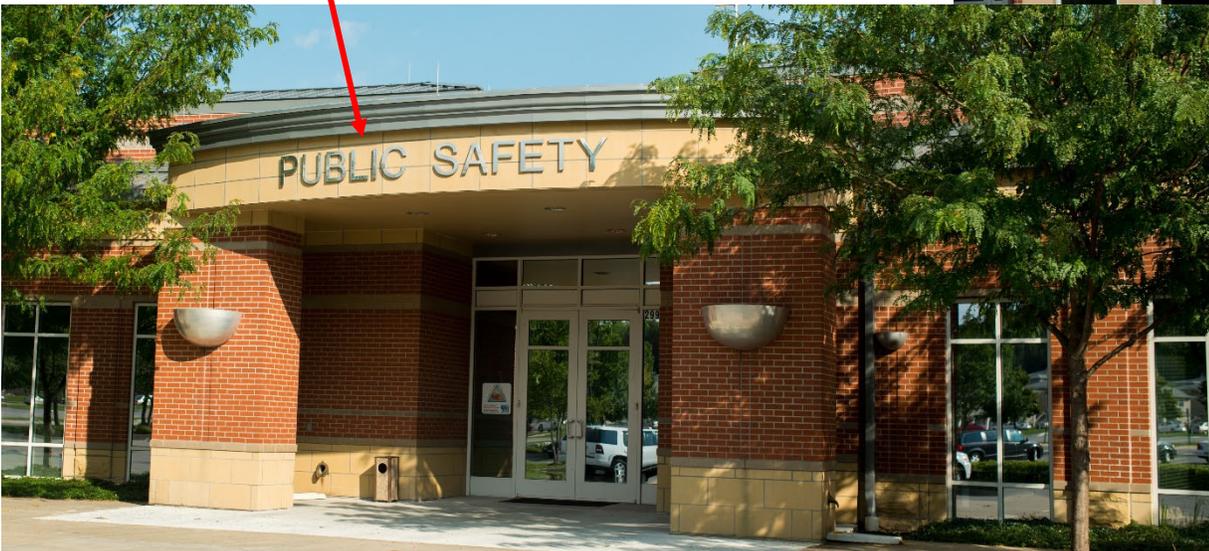
# EXHIBIT E

**SCOPE OF WORK – Project Location**  
**2950 NW Vivion Rd, Riverside, MO 64150**



Replace these letters

These letters to remain



## EXHIBIT E

**SCOPE OF WORK – Project Location**  
**2950 NW Vivion Rd, Riverside, MO 64150**



Effect of backlit letters to be similar to the words “Surgical Arts” on the above example image.

## EXHIBIT F

### TECHNICAL SPECIFICATIONS

#### **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

The following Specifications govern Contractor's performance of the Work:

***ENUMERATION OF SPECIFICATIONS AND ADDENDA:***

Following are the Specifications and Addenda governing the work, which form a part of this contract, as set forth the Contract Documents:

***SPECIFICATIONS:***

**Division 1 – General Requirements**

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01051	CONSTRUCTION LAYOUT
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	CONSTRUCTION SCHEDULE
01330	SUBMITTALS
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01570	TEMPORARY TRAFFIC CONTROL
01732	DEMOLITION AND SITE PREPARATION

**Division 2 – Site Work**

<u>Section</u>	<u>Description</u>
02230	BACKLIT LETTERING

***ADDENDA:***

No. \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT G**



**NOTICE TO PROCEED**

DATE: \_\_\_\_\_  
PROJECT: 2020 BACKLIT LETTERING PROJECT  
PROJECT NO.: 409-020  
ORD / RESO: \_\_\_\_\_ (approved \_\_\_\_\_)  
TO: Contractor: \_\_\_\_\_  
(address) \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work on or after the \_\_\_\_ day of \_\_\_\_\_, 2020 in accordance with the Agreement dated \_\_\_\_\_.

The date of substantial completion is 11/21/2020. The project shall be completed and ready for final payment by \_\_\_\_\_.

**CITY OF RIVERSIDE**

BY: \_\_\_\_\_  
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
(Signature) (Printed)  
\_\_\_\_\_  
(Title) (Company)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.







EXHIBIT J

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Table with 2 columns: Project Name: 2020 BACKLIT LETTERING PROJECT, Project #: 409-020; Requestor of Project: City of Riverside

This [tentative] [definite] Certificate of Substantial Completion applies to:

[ ] All Work under the Contract Documents: [ ] The following specified portions of the Work:

Four horizontal lines for specifying portions of work.

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor, and the Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

[ ] Amended Responsibilities [ ] Not Amended

The City's Amended Responsibilities:

Three horizontal lines for City's Amended Responsibilities.

Contractor's Amended Responsibilities:

Three horizontal lines for Contractor's Amended Responsibilities.

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

---

Executed by Engineer (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by Contractor (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by the City (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT K**

**RESERVED**

**EXHIBIT L**

**CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

(to be completed at conclusion of project)

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general CONTRACTOR on the above referenced project.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3.  Prevailing wage does not apply; or  
 All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
5. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from the City of Riverside, Missouri, the certification of completion of the Project and receiving payment therefore.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of \_\_\_\_\_, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

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

My commission expires:

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

**EXHIBIT M**

**SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

(to be completed at conclusion of project)

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:	Subcontractor's Legal Name and Address
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	_____
<input type="checkbox"/> Sole Proprietor	_____
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify) _____	Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

NOTARY

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (Signature)

**EXHIBIT N**

**ENGINEER/CONSULTANT'S CERTIFICATION  
For Acceptance and Final Payment**  
(to be completed at conclusion of project)

**City of Riverside, Missouri**

**Project Name: 2020 BACKLIT LETTERING PROJECT**

**Project No: 409-020**

**Contractor: \_\_\_\_\_**

**Contract Date: \_\_\_\_\_**

**Date of Completion and Acceptance: \_\_\_\_\_**

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the City.

The City is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The Contractor will warranty all specified work for a period of one (1) year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

(SEAL)

Typed Name: \_\_\_\_\_

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

(SEAL)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robin Kincaid, City Clerk

cc: Contractor

## **DIVISION 1 – GENERAL REQUIREMENTS**

## **01015 CONTRACTOR USE OF PREMISES**

The Contractor shall confine all construction activities to the limits of the project.

## **01030 SPECIAL CONDITIONS**

- A. Examination of the Site: Bidders may visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the specifications.
- B. Measurements: Any dimensions provided shall be verified by the Contractor. Any discrepancies between the specifications and the existing conditions shall be referred to the Owner for adjustment, before the work is performed.
- C. Breakage and Damage: The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by the Contractor's operations and shall replace, at Contractor's own expense, in a manner approved by the Owner any such broken or damaged material.
- D. Delivery of Materials: The delivery of all materials, equipment, and miscellaneous items entering into the construction of the work is a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor. An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.
- E. Storage of Materials: All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.
- F. Coordination: All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.

## **01040 COORDINATION:**

- A. All construction activities shall be coordinated with all utility owners and the City of Riverside. Contractor shall be responsible for notifying all utility owners with facilities within the project limits prior to construction so the utilities can be located and identified.
- B. The Contractor will be responsible for notifying the Resident Project Representative in writing of the dates when construction will begin and end.
- C. The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City.
- D. Project Coordination Meetings: In addition to the above said coordination responsibilities, the

Contractor shall attend construction progress meetings with the Resident Project Representative, as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.

- E. The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of construction elements.
- F. In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.
- G. The Contractor is solely responsible for all Assignments of Work among subcontractors.
- H. The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

### **01051 CONSTRUCTION LAYOUT**

- A. This item shall be provided by the Contractor.

### **01270 MEASUREMENT AND PAYMENT**

- A. The quantities as given in the Bid Form are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the specifications. Increases or decreases may be made over or under the Bid Form estimated quantities to provide for needs that are determined by the Owner during the process of the Work. Contract unit prices shall apply to such increased or decreased quantities. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions. The Owner has the privilege of omitting or adding to any unit items in the Bid Form.
- B. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.
- C. It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Bid Form. No item of Work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of or in addition to the prices submitted in the Bid Form. All Work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Bid Form.

- D. If item does not appear in the Bid Form, or if said item is a part of another item listed in the Bid Form, it will not be measured for payment.
- E. Whenever in the Bid Form there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.
- F. Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- G. Payment will be made as the sum of the following:
  - 1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
  - 2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
  - 3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.

### **01310 JOB SITE ADMINISTRATION**

- A. The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work, whenever construction activities are underway, for the duration of this project.
- B. The Contractor shall designate, in writing, the duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) will be the official liaison between the Owner and Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Owner shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

### **01320 CONSTRUCTION SCHEDULE**

- A. General: The Contractor shall prepare and maintain a construction schedule for the duration of the project.
- B. Baseline Schedule: The Contractor shall prepare a baseline schedule to be presented to the Owner for review at the pre-construction meeting. The baseline construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item during each phase of the project:
  - 1. Beginning date of Project.
  - 2. Ending date of Project.

3. Beginning Date of Each Phase.
4. Completion Date of Each Phase.

The Owner will review the proposed progress schedule, and may require the Contractor to revise the same if, in the Owner's judgment, revisions are required to provide for completion of the project within the Contract Time.

- C. Payment: No direct payment shall be made.

### **01330 SUBMITTALS**

- A. Shop Drawings: A minimum of two (2) copies each of manufacturer's shop drawings and data sheets shall be submitted to the Owner indicating the necessary installation dimensions, weights, materials and performance information.

The shop drawings shall be distributed as follows: One (1) copy for the City and one (1) copy for the prime Contractor. The Contractor shall supply additional copies as necessary for any subcontractors.

Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications.

Submittals: Required submittals include but are not limited to the following:

- 1.1 Manufacturer cut sheet, specifications and warranty for the letters.
- 1.2 Manufacturer cut sheets, specifications and warranty for the lights and power supplies.
- 1.3 Artwork proof

### **01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE**

- A. General: The Contractor shall make his own arrangements for material and equipment storage areas and waste area.

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

- B. Payment: No direct payment shall be made.

### **01570 TEMPORARY TRAFFIC CONTROL**

- A. General: Temporary traffic control on this project shall be the responsibility of the contractor to ensure that pedestrians and vehicles, where necessary, are routed safely around the construction zone.

B. Payment: No direct payment shall be made.

**01732 DEMOLITION & SITE PREPARATION**

A. General: This item includes, but is not limited to, the removal and disposal of signs, and all other items designated for removal in the plans or as directed by the City Engineer. All items that are inside the construction limits, including those not listed or shown on the plans, shall be included in this item.

B. Payment: Payment will be made as part of the contract lump sum bid price.

## **DIVISION 2 – SITEWORK**

### **02230 BACKLIT LETTERING**

- A. Contractor shall provide internally illuminated reverse channel letter or equivalent. Letters shall have:
- 1) 2” deep returns painted a standard color
  - 2) brushed aluminum laminate on the face only
  - 3) .177 clear Lexan backs with threaded rivet nuts
  - 4) white LED’s
  - 5) power supply
- Letters shall be spacer mounted with equal spacing. Letter shall match existing font. Letter finish shall match or be complimentary to existing letters “Municipal Court” letters remaining on building.
- B. Contractor shall install letter and hook up to existing power connection. City or City’s electrician will provide the power connection within 10’ of the sign location. Any wires connecting to the power connection shall be hidden.
- C. Payment: Payment will be made according to the lump sum provided in the contract.

**END OF SECTION 02230**