

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
YARD WASTE GRINDING 2024

PROJECT NO. 2025-004

June 21, 2024

BIDDER: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DATE: _____

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NOTICE TO BIDDERS

Sealed Bids will be received by the City of Sedalia at the Office of the City Clerk in the Municipal Building located at 200 S. Osage Avenue, Sedalia, MO 65301, until 2:00 P.M. Monday, July 8, 2024, for **Yard Waste Grinding 2024, Project 2025-004, dated June 21, 2024**, and will be publicly opened and read aloud in the Council Chambers.

The City of Sedalia is soliciting bids from regional contractors for grinding of yard waste into mulch. The yard waste is located at the City of Sedalia Compost Facility 27882 Hwy. U, Sedalia, MO 65301. The contractor is responsible to ensure the removal of inappropriate debris.

All questions must be submitted in writing to Elizabeth Nations via email (enations@sedalia.com) by Monday, July 1 at 4:00 pm so an addendum can be released no later than 3:00 pm on Tuesday, July 2. You may request electronic specifications by emailing Elizabeth Nations at the above email address.

All bidders are required to submit their proposal on the printed forms contained in the Contract Documents. Proposals shall be submitted in a sealed envelope marked on the outside “**Yard Waste Grinding 2024**” with name of bidder. The entire contract book must be bound and submitted with all necessary forms filled out and enclosed.

A bidders bond for the amount of 5% of the total amount of the bid made payable to the City of Sedalia must accompany each proposal.

The City reserves the right to reject any or all bids and waive any irregularities in the bids. No bidder may withdraw his or her bid for a period of sixty (60) days after date of bid opening.

The City of Sedalia hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, 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, or national origin in consideration for an award.

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

Sealed Bids will be received by the City of Sedalia at the Office of the City Clerk in the Municipal Building located at 200 S. Osage Avenue, Sedalia, MO 65301, until 2:00 P.M. Monday, July 8, 2024, for **Yard Waste Grinding 2024, Project 2025-004, dated June 21, 2024**, and will be publicly opened and read aloud in the Council Chambers.

2. DESCRIPTION OF WORK

The work consists of grinding yard waste located at 27882 Hwy. U, Sedalia, MO 65301 (City of Sedalia Compost Facility). The contractor shall provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely grind the yard waste into mulch.

3. PLANS AND SPECIFICATION

You may request electronic specifications by emailing Elizabeth Nations at the above email address.

4. PROPOSAL GUARANTEE

A Bidder's Bond for not less than five percent (5%) of the total amount of the bid must be submitted with the bid as a guarantee that the bidder will enter into a contract with the City if awarded the contract by the Sedalia City Council.

5. REJECTION OF BIDS

The City of Sedalia, Missouri reserves the right to reject any or all bids and waive defects in bids. No bid may be withdrawn for a period of sixty (60) days after the time set for opening of bids.

6. EXAMINATION OF PROJECT SITE

It is each bidder's responsibility to familiarize himself with existing conditions at the project site. All bidders must examine for themselves the location and the nature of the proposed work and are requested to be present at the time the bids are opened.

7. QUALIFICATION OF BIDDERS

Before the City enters into a contract on the basis of any bid presented, the bidder must satisfy the Mayor and the City Council of the said City as to his competence to construct such work.

8. COMPLIANCE WITH THE CONSTRUCTION SAFETY TRAINING ACT

The Contractor shall perform all necessary duties to ensure compliance with Section 292.675 RSMo, known as the Construction Safety Training Act, including the Occupational Safety and Health

Administration (OSHA) 10-hour training required for all on-site employees of the Contractor and any of his subcontractors.

9. BONDS

The successful bidder will be required to give a performance-payment bond equal to one hundred percent (100%) of the amount of the bid and **a one (1) year maintenance guarantee**. The foregoing bonds to be with a surety and guaranty company authorized to do business in the State of Missouri and acceptable to the City as surety. The required bonds and insurance certificates shall be delivered to the City Clerk within 10 days after receipt of the Notice of Award Contract.

10. CITY OF SEDALIA CONTRACTOR'S LICENSE

The successful bidder will be required to obtain a City of Sedalia Contractor's License from the office of the City Collector.

11. PAYMENT

The City will pay the Contractor after satisfactory completion of the work.

12. BOUND COPY OF CONTRACT DOCUMENTS

None of the instructions to bidders, bonds, proposal, contract, or specifications shall be detached from the bound copy before filing the bid with the City Clerk.

13. SUB-CONTRACTORS

The prime contractor must perform with his own organization contract work amounting to not less than 30% of the total original contract price. No second-tier sub-contracting will be permitted.

14. SALES TAX EXEMPTION

Missouri State Sales Tax Law, Section 14.062, paragraph 2, states in part, "When any exempt entity contracts for the purpose of constructing, repairing or remodeling facilities and purchases of tangible personal property and materials to be incorporated into or consumed in the construction of the project are to be made on a tax-exempt basis." THE CONTRACTOR SHALL INCLUDE THE PROVISIONS OF THIS EXEMPTION STATUS IN THEIR BID.

The City will furnish to the Contractor an exemption certificate authorizing such purchases for the construction, repair or remodeling project. The Contractor shall furnish the exemption certificate to all subcontractors and any contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf to the City, all tangible personal property, and materials to be incorporated into or consumed in the construction of that project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing contractor invoices bearing the name of the exempt entity and the project identification number. The project exemption certificate does not allow the purchase of any construction machinery, equipment, or tools used in construction, repairing or remodeling facilities for the City. All invoices for all personal property and materials

purchased under a project exemption certificate shall be retained by the purchasing contractor for a period of five years and shall be subject to audit by the director of revenue.

Any excess resalable tangible personal property or materials which were purchased for the project by a contractor under a project exemption certificate but which were not incorporated into or consumed in the construction of the project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such contractor not later than the due date of the contractor Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.

SPECIAL CONDITIONS

The City of Sedalia is soliciting bids from regional contractors for grinding of yard waste into mulch. The yard waste is located at the City of Sedalia Compost Facility 27882 Hwy. U, Sedalia, MO 65301.

This contract will be for a 1-year period beginning on date of award. The City reserves the right to extend this contract in 1-year increments up to a total of 5 years. Upon mutual agreement, price changes for succeeding years may be adjusted in accordance with the Consumer Price Index for All Urban Consumers for the United States, or its successor index, as defined and officially recorded by the United States Department of Labor or its successor agency. Quantities and contract times are subject to change.

The contractor shall be responsible for operating and maintaining all equipment necessary to carry out the provisions of this contract.

The contractor shall provide all necessary and adequately sized equipment, personnel and fuel to efficiently and safely grind the yard waste.

The contractor is responsible to ensure the removal of inappropriate debris. All debris not suitable for grinding will be removed from the yard waste and set aside in a location designated by the City Engineer or their designee.

YARD WASTE MATERIAL

The contractor shall grind the yard waste and screen such that the material/mulch is ground into acceptable size chips as designated by the Water Pollution Control Superintendent or his designee. The City recommends that the screen on the grinder shall be three (3) inches on the up and down stroke for grinding the yard waste material. The compost mix specifications state the compost should be:

- 30% fines
- 40% < 2 inch
- 30% < 3 inch

SCREENS: Contractor to supply 2", 3", 4" & 7" screens. Screens to be used will be determined by a City representative based on the material to be ground.

Contractor will be required to submit a report of finished product in cubic yards for each site once the job is completed.

**DOCUMENTS TO BE EXECUTED
AND SUBMITTED WITH PROPOSAL**

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **YARD WASTE GRINDING 2024, Project 2025-004, dated June 21, 2024**, as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Unit Cost	Amount
1	Yard Waste Grinding at City of Sedalia Compost Facility – 27882 Hwy. U, Sedalia, MO 65301	Per Site		

Note, all costs to locate equipment to site, remove equipment from site, fuel, and labor are to be included and incorporated into the rate.

TOTAL AMOUNT OF BID: \$ _____

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____ Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 30 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

ANTI-COLLUSION STATEMENT

**STATE OF MISSOURI
CITY OF SEDALIA**

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies the bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ Notary Public

My Commission Expires _____

BID BOND

E-VERIFY

**DOCUMENTS TO BE EXECUTED
AFTER AWARD OF CONTRACT**

PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

NAME OF EXEMPT ENTITY: CITY OF SEDALIA, MISSOURI

ADDRESS: 200 S. OSAGE AVENUE

CITY: SEDALIA STATE: MISSOURI ZIP: 65301

TAX IDENTIFICATION NUMBER: 12493333

PROJECT IDENTIFICATION NUMBER: 2025-004

PROJECT LOCATION AND A BRIEF DESCRIPTION: Yard Waste Grinding 2024

CONTRACT DATE: _____

ESTIMATED PROJECT COMPLETION DATE: _____

CERTIFICATE EXPIRATION DATE: _____

The work consists of grinding of yard waste located at the City of Sedalia Compost Facility located at 27882 Hwy. U, Sedalia, MO 65301.

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter. This project exemption certificate does not allow contractors to purchase machinery, equipment, or tools, used in fulfilling this contract, tax-exempt. Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number. An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the Contractor.

SIGNATURE OF AUTHORIZED AGENT: _____

Kelvin Shaw, City Administrator

SEAL

ATTEST: _____

City Clerk

PERFORMANCE-PAYMENT BOND

THE STATE OF MISSOURI
COUNTY OF PETTIS

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
(2) _____ of _____ hereinafter called
Principal and (3) _____ of _____, State of
_____, hereinafter called the Surety are held and firmly bound unto the City of Sedalia,
Missouri, hereinafter called the City, and unto all persons, firms, and corporations who may furnish
materials for, or perform labor upon the building or improvements hereinafter referred to in the penal
sum of (\$_____) in lawful money of the United States, to be paid in Pettis County, Missouri,
for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal enters into a
certain agreement with the City of Sedalia, Missouri, the City, dated the _____ day of _____,
2024 a copy of which is hereto attached and made a part here for the performance of work of the
Yard Waste Grinding 2024, Project 2025-004, dated June 21, 2024, Herein sometimes called the
“Project”.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project
in strict accordance with said Agreement, Information for Bidders, Proposal, Plans and
Specifications and related documents, shall pay as they become due all just claims for work or labor
performed and materials furnished in connection with said Agreement including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of such work and all insurance premiums, both compensation and
all other kinds of insurance on said work, and for all labor, performed in such work whether by
subcontractors or otherwise, and shall defend, indemnify and save harmless said owner against any
and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind,
including patent infringement claims except as otherwise provided in said specifications and other
contract documents arising out of or in relation to the performance of said work and the provisions
of said Agreement, including the general guarantee for the specified period of time following final
acceptance of the work, then these presents shall be void; otherwise they shall remain in full force
and effect. This obligation is made for the use of said City and also for the use and benefit of all
persons who may perform any work or labor or furnish any material in the execution of said
Agreement and may be sued on thereby in the name of said City. The Contractor’s bond shall
include such provisions as will guarantee the faithful performance of the prevailing hourly wage
clause as provided by the Contract.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Pettis
County, State of Missouri and that the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the
work to be performed thereunder or the specifications accompanying the same shall in any wise
affect its obligation on this bond, and it does hereby waive notice of any such change extension of
time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, **this _____ day of _____, 2024.**

ATTEST:

Principal Secretary

Principal

Witness as to Principal

By: _____

(Address)

(Address)

ATTEST:

Surety Secretary

Surety

By: _____

Attorney-in-fact

SEAL

Witness as to Surety

Address

Address

- (1) Correct Name of Contractor
 - (2) A Corporation, a Partnership, or an Individual, as case may be
 - (3) Correct name of Surety
- If Contractor is Partnership, all partners should execute bond.

MAINTENANCE GUARANTEE

THE STATE OF MISSOURI
COUNTY OF PETTIS

BOND NO. _____

THIS CONTRACT, made and entered into this _____ day of _____, 2024 by and between _____ party of the first part, hereinafter called the **Contractor** and _____ party of the second part, hereinafter called the **Surety** and the City of Sedalia, Missouri, party of the third part, hereinafter called the **City**.

WHEREAS, the above **Contractor** has entered into a contract for the **Yard Waste Grinding 2024, Project 2025-004, dated June 21, 2024**, as described in the Contract Documents, Specifications, and Plans:

NOW THEREFORE, the said **Contractor** does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair **for the period of one year** from and after its completion and the final acceptance of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

NOW THEREFORE ALSO, if for whatever reason the **Contractor** should fail to perform as agreed above, the said **Surety** does hereby agree and bind himself, his heirs, executors and assigns to perform such necessary duties and/or to compensate the **City** for its performance to provide for such work as would have been required of the **Contractor**, without further compensation.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this _____ day of _____, **2024**.

_____ (Contractor)

By: _____

_____ (Surety)

By: _____

:

City of Sedalia, Missouri

By: _____

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the “CITY”, and _____ Party of the second part, termed in this agreement and the Contract Documents as the “CONTRACTOR”.

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Yard Waste Grinding 2024, Project 2025-004, dated June 14, 2024.**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in two (2) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2024 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(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 employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

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

Before me, the undersigned Notary Public, in and for the County of _____, State
of _____, personally came and appeared _____
(Name)
_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

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 _____.

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

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.

YARD WASTE GRINDING 2024, PROJECT NO. 2025-004

located at in Sedalia, Pettis County, Missouri, and completed on the _____ day of _____, 20____.

(Signature)

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

My Commission expires: _____

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

GENERAL CONDITIONS

C-1 CONTRACT DOCUMENTS

It is expressly understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Bond, Regulations of the Contract, Detailed Specifications, Plans and all Addenda thereto issued prior to the time of opening bids for the work, all of which are hereto attached, and other drawings, specifications and engineering data which may be furnished by the Contractor and approved by the City, together with such additional drawings which may be furnished by the Engineer from time to time as are necessary to make clear, and to define in and all component parts to the agreement governing the work to be done and the materials and equipment to be furnished. All of these documents are hereby defined as the Contract Documents.

The Contract Documents are complimentary, and what is called for by anyone shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for constructing complete the work specified. Materials or work described in words which have a well known technical or trade meaning shall be held to refer to such recognized standards.

Four counterpart copies of the proposal, bond and contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed and contract agreements signed by both parties thereto. These executed counterparts of the contract documents shall be filed with The City and the Contractor. The successful bidder shall prepare not less than four (4) conformed copies of the contract documents, after execution thereof, for distribution to, and use by, the City and the Contractor.

C-2 BOND

Coincident with the execution of the contract, the Contractor shall furnish a good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the City and guaranteeing the work included in this Contract against faulty materials or poor workmanship. All provisions of the bond shall be complete and in full accordance with Statutory requirements. The contract shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the City. Bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the contractor shall furnish to the satisfaction of the City within ten (10) days after notice to do so. In default thereof, the contract may be suspended, all payments or money due the Contractor withheld.

C-3 LICENSES

Before starting work on the project, the Contractor shall have a valid CITY OF SEDALIA CONTRACTOR'S LICENSE.

C-4 NOTICE TO UTILITIES, FIRE DEPARTMENT AND POLICE DEPARTMENT

The Contractor shall notify Missouri One Call (1-800-344-7843) before starting work on this project. The Contractor shall notify the Fire Department and Police Department before closing streets to traffic. The Contractor shall notify all utilities 2 days before starting excavation work so that the utilities can mark the location of their underground lines.

C-5 BARRICADES

The Contractor shall barricade the project site and the streets or portions of the streets during construction of the improvements. If a street requires closing the Contractor shall place a "street closed" sign at the intersections one block in each direction. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) 2006 Edition and its most current revisions.

C-6 INSURANCE

A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor and the interests of the City and others from claims which may arise out of or result from Contractor's operations by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
2. Such insurance shall cover claims for damages because of Bodily Injury or death to Contractor's employees including claims brought under:
 - a. Workmen's Compensation Laws
 - b. Disability Benefit Laws
 - c. Occupational sickness or disease laws
 - d. Other similar employee benefit laws
3. Such insurance shall also cover claims for damage because of Personal Injury, Bodily Injury, Sickness or Decease or Death of any person or persons other than Contractor's employees and claims from injury to or destruction of tangible property including loss of use thereof.
4. Contractor shall also purchase and maintain at his expense all property insurance, of such types and in such amounts as are specified herein to protect Contractor and the interests of the City and others from loss arising form damage to the work and materials and equipment to be incorporated in the work.
5. Failure of Contractor to maintain proper insurance coverage shall not relieve him or any contractual responsibility or obligation.

6. If part of the work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance which will protect the sub-contractor against all applicable hazards or risks of loss designated herein.

7. Copies of the policies or certificates of insurance evidencing coverage on the forms or for the limits required shall be filed with the other contract documents. Such policies or certificates shall state that **thirty (30)** days written notice will be given to the City prior to any material change or cancellation of insurance coverage.

8. Any insured loss under the policies or property insurance is to be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage and of paragraph A.10 hereof.

9. The City and Contractor waive all rights against each other for damages arising out of an insured loss under policies of property insurance. Contractor shall require similar waivers by subcontractors.

10. The City as trustee will have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the City's exercise of this power, and if such objection be made, arbitrators shall be chosen. The City as trustee will, in that case, make settlement with the insurers in accordance with the directions of such arbitrators.

B. Forms of Coverage and Limits of Coverage Required:

1. Workmen's Compensation and Employer's Liability Insurance:

a. This insurance shall protect Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in the work. It shall also protect Contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fall within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.

b. Limits of coverage shall not be less than the following:

- (1) Workmen's Compensation - Statutory
- (2) Employer's Liability - \$500,000 each person

2. Comprehensive Automobile Insurance:

a. Contractor shall carry Comprehensive Automobile Insurance covering all vehicles owned, hired, rented or non-owned, licensed or not licensed, used in the operations and work under this contract.

b. Liability limits shall be not less than the following:

B.I. and P.D. - \$1,000,000 CSL

The City shall be named additional insured on this insurance in regard to all claims arising out of the operations and work under this contract.

3. Comprehensive General Liability Insurance:

a. This insurance, to be on comprehensive form, shall protect Contractor against any and all claims in connection with or resulting from Contractor's operations under the Contract Documents for injuries to or death of any person other than his employees, and damage to property of others, including loss of use resulting therefrom, arising in whole or in part out of any act of omission of Contractor, his agents or Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

b. In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.

c. the property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to damage to underground property.

d. Liability limits shall be not less than the following:

General aggregate limit (other than products - completed operations)

- **\$2,000,000**

Products- completed operations aggregate limit - **\$2,000,000**

Each occurrence limit - \$1,000,000

Fire damage limit - \$50,000

Medical expense limit - \$5,000

e. The City shall be named additional insured on this insurance.

f. This policy shall include products and completed operations coverage for limits as specified above.

g. This policy shall include personal injury liability insurance for limits of not less than **\$1,000,000 each claim and \$2,000,000 annual aggregate.**

h. This policy shall provide "Broad Form Property Damage" Insurance.

5. Owner's Protective Liability Insurance:

a. This insurance shall name the City as the named insured, and the insurance shall be maintained in force for the duration of the Contract and shall be purchased by the Contractor at his expense.

b. Policy shall be for the same limits of liability as the Comprehensive General Liability Insurance and shall protect the City against any and all claims, and liabilities for injury to or death of persons, or damage to property caused in whole or in part by the negligent acts or omissions of Contractor, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of the Agreement.

C-7 CHANGES IN PLANS (Additions, deductions or changes in work)

A. Changes in the work:

1. The Contract may only be adjusted by a Change Order. The Contract unit prices for completed quantities of unit price items constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or under taken by Contractor in accomplishing the work shall be at his expense.

2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the Contract Unit Price.

3. Adjustments to the Contract for extra work or changes ordered by the City shall be determined by one or more of the following methods as agreed upon prior to starting the additional or changed work.

- a. By unit prices as listed in bid proposal.
- b. By a lump sum price, if not covered by unit prices in proposal.
- c. By Contractor's cost plus a fixed fee, if not covered by unit prices in proposal.
- d. By Contractor's cost plus a percentage, if not covered by unit prices in proposal.

4. The "Contractor's Cost" is hereby defined for purposes of this Article to be and shall include the amounts required to pay Subcontractors plus the costs of his own work as follows:

a. Labor Costs:

1. The payroll cost for all workmen such as foremen, mechanics, craftsmen and laborers.

2. All incidental labor expenses incurred as a direct result of the performance of the work including payroll taxes, workmen's compensation, pension and retirement allowances, and social insurance, or other regular payroll charges on same.

b. Material and Equipment Costs:

1. The cost of all materials and equipment required, delivered to the construction site, which are not furnished by the City or others.

2. Sales and use taxes applicable to such materials and equipment.

c. Supplemental Costs:

1. Rental for all power-driven equipment at agreed upon rates shall be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.

2. Transportation charges necessarily incurred in connection with such equipment which is not already on site.

3. Cost of power, fuel, lubricants and water required for such equipment (may be included in agree upon rate).

4. Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or change work.

d. The above definitions and requirements apply equally to work done by Subcontractors, suppliers and manufacturers under methods 3.c or 3.d.

e. The percentage which shall be added to the several items of Contractor's cost under method 3.d. are as follows:

1. Amounts paid to Subcontractors - Five percent

2. Labor Costs - Ten percent

3. Material and Equipment Costs - Ten percent

4. Supplemental Costs - None

f. Under method 3.c. or 3.d., compensation or adjustment to Subcontractors, suppliers and manufacturers for work done by them shall be determined in accordance with any of the three methods set forth in Article B.3 as agreed.

g. The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of costs not included in the "Contractor's Cost" as herein defined.

h. Contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of Subcontractors, on changed or extra work done under methods 3.c. or 3.d.

5. Change work shall be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time of omission is authorized, and the agreed adjustment will be deducted from subsequent Engineer's Pay Estimates.
6. Statements for additional or changed work shall be rendered by Contractor no later than ten days after completion of each assignment of additional or changed work provided for in a Change Order, and if found correct will be accepted by Engineer and submitted for payment with the next Engineer's Pay Estimate.
7. The City reserves the right to obtain any or all extra work from persons or firms other than Contractor.
8. Contractor shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
9. If Contractor claims compensation for additional work not ordered as aforesaid or for damages sustained, he shall make a written statement of claims for compensation or damages to the City.
10. Statement shall be in the hands of the City within such time as will allow a full consideration of the basis for the claim, and in no case later than ten days after the work has been completed or damages sustained. All claims for adjustments to the Contract Price shall be determined by Engineer if the City and Contractor otherwise agree on the amount involved. Any change to the Contract Price arising from any claim shall be incorporated in a Change Order.

B. Changes to the Contract Time:

1. The Contract Time may only be adjusted by a Change Order. To complete the work within the allowed Contract Time, the City has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work.
2. Adjustments to the Contract Time may be made for delays in completion of the work from causes beyond Contractor's control, including the following:
 - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
 - b. Unusual delay in fabrication or shipment of orders.
 - c. Abandonment of the work by the men engaged thereon through no fault of the Contractor.
 - d. Delays caused by court proceedings.
 - e. Change Orders
 - f. Neglect, delay or default of any other contractor employed by the City.
 - g. Abnormal weather conditions, other than normal seasonal changes.
 - h. Conflicts, errors of discrepancies in the Contract Documents reported to the Engineer as provided in these General Conditions.

3. Contractor shall have no claims for damages for any such causes of delay, but he shall in all cases be entitled to such extension of the Contract Time as the City shall award in writing on account of such cases of delay, provided that adequate evidence is presented to enable the Engineer to determine with exactness the extent and duration of delay for each item involved.

4. No extension to the Contract Time will be granted for delays involving only portions of the work, or which do not directly affect the time required for completion of the entire work.

5. Any claim for an extension to the Contract Time shall be in writing delivered to the City within ten days of the occurrence of the event giving rise to the claim. Any change to the Contract Time resulting from any such claim shall be incorporated in a Change Order.

C-8 ACCEPTANCE OF THE WORK

A. Warranty and Guarantee:

1. Contractor warrants and guarantees to the City that materials and equipment will be new and that all work will be of good quality and free from defects and accordance with the Contract Documents and of any inspections, tests, or approval provided for in the Contract Documents.

2. Contractor guarantees to remedy promptly, and without cost to the City, any defective materials, equipment or workmanship which appear within **one year** after the date of Substantial Completion or, if earlier, the date the City commences continuous use of the facilities and in accordance with any special guarantees provided for in the Contract Documents. **A Maintenance Guarantee / Bond contract form is included in these contract documents for execution by the Contractor and his Surety and acceptance by the City of Sedalia.**

B. Access to the Work: The Engineer and his representatives shall at all times have access to the work. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof by the Engineer.

C. Defective Work:

1. The term "defective" is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval or acceptance required by law or the Contract Documents.

2. Any defective work may be disapproved or rejected by the Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Engineer's Pay Estimate.

3. Contractor shall furnish samples of questionable materials from completed work for estimating purposes when required by the Engineer. All costs in connection with the testing of materials or equipment proven to be defective shall be paid by the Contractor. If such tests prove the materials or equipment to be acceptable, their cost will be paid by the City.

4. Prompt notice will be given by the Engineer to the Contractor of all defects as they become evident.

D. Stopping Defective Work in Progress: If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the City may, if so recommended by the Engineer, order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated, however, this right of the City to stop the work shall not obligate the City to exercise this right for the benefit of the Contractor.

E. Removal and Replacement of Rejected Defective Work:

1. All rejected defective work, whether or not completed, shall be removed from the site and replaced with acceptable work.

2. If the Contractor does not remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Engineer, the City may, as provided in these General Conditions:

a. Withhold payment

b. Stop the work

c. Remove and replace the rejected work. All direct and indirect costs of such removal replacement, including compensation for additional professional services, shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected materials shall be removed from the site by the Contractor if so directed by the City within ten days of written notice. Materials not removed within such time may be sold by the City and the net proceeds therefrom deducted from the expense of removal and replacement chargeable to the Contractor. An appropriate deductive Change Order will be issued to cover all costs incurred by the City in connection with the removal and replacement of defective work.

F. Correction of Repair of Defective Work:

1. If required by the Engineer, the Contractor shall promptly correct or repair any defective work, whether or not completed.

2. If the Contractor does not correct or repair such defective work within a reasonable time, all as specified in a written notice from the Engineer, it may be rejected as specified in the preceding paragraph or the City may have the deficiency corrected by others. All direct and indirect costs of such correction or repair, including compensation for additional professional services shall be paid by the Contractor. The

Contractor shall also bear the expenses of making good all work of others destroyed or damaged by correction or repair of his defective work.

G. Acceptance of Defective Work: If instead of requiring correction, repair, or removal and replacement of defective work, the City deems it expedient to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price or if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the City.

H. Correction of Defective Work During the Guarantee Period:

1. If, during the guarantee period, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective work or if it has been rejected by the City, remove it from the site and replace it with acceptable work.

2. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

3. The Contractor shall also bear the expenses of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.

4. The City will give notice of observed defects with reasonable promptness.

5. Under emergency conditions, the City may remedy defective work without waiting for action by the Contractor. The City will notify the Contractor immediately of the circumstances and actions taken and the Contractor shall pay all reasonable substantial costs of such actions.

C-9 MONTHLY PARTIAL PAYMENTS

A. Seven (7) calendar days prior to the first City Council Meeting of each month, the Contractor shall submit to the City Engineer an itemized application for partial payment, supported with such evidence of Contractor's right to payment as the City Engineer may prescribe. The City Council meets on the first and third Mondays of each month.

B. Upon receipt of each Contractor's application for partial payment, The City Engineer will make a Monthly Partial Pay Estimate equal to the value of all work accomplished prior to the date of the Contractor's application, based upon the unit prices listed in the Bid Proposal. Each Monthly Pay Estimate shall be signed by the Contractor or be accompanied by his application for payment to indicate Contractor's concurrence with the amount due. When Monthly Pay Estimate has been delivered to the City by the City Engineer, the City will pay

the Contractor within 20 days after receipt thereof. Monthly payment estimates will be made only for satisfactorily completed items of work. Monthly payments will not be made for materials stored on site or at the Contractor's shop (warehouse).

C. Partial Payments will be in the amount of ninety percent of the amount of the Monthly Pay Estimate less the sum of all previous payments.

C-10 ACCEPTANCE AND FINAL PAYMENT

As soon as the work has been substantially and satisfactorily completed the City Engineer will make a final estimate stating that the work provided under this contract has been completed and is accepted by him under the terms and condition thereof, with qualifications, if any, as stated and the balance found to be due the Contractor according to the terms of payment shall be paid by the City. Prior to filing of estimate, the Contractor shall file with the City Clerk an affidavit stating that all bills for materials and equipment used in the work have been paid. If all bills have not been paid the affidavit shall include a complete list of all unpaid bills. The Contractor shall file with the City Clerk a statement of consent of the surety to final payment.

The final payment shall be based upon the actual completed quantities of each item of work as measured by the City Engineer. The final measured quantities may be more or less than the quantities shown on the Plans and in the Bid Proposal. No Change Order will be required when final measured quantities vary from the estimated quantities shown on the Plans and the Bid Proposal.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled liens, from faulty work or materials appearing after final payment, or from requirement of the specifications, and of all claims by the Contractor, except those previously made by the Contractor against the City in writing and still unsettled.

C-11 LIQUIDATED DAMAGES

A. It is mutually understood and agreed by and between the parties to this contract, in the execution of the same that time is of the essence of the contract. In the event that the Contractor shall fail to complete the work to be performed under this contract by and at the completion time bid in the Proposal, the Contractor shall pay unto the City as and for the liquidated damages, such as City's increased overheads, and cost of additional engineering supervision, and delay and inconvenience to the City, and not as a penalty, the sum of \$500.00 (determined per project) for each and every calendar day that the Contractor shall be in default.

B. Liquidated damages shall be waived for and during the extent of any delay caused by the inability of the Contractor to obtain materials or equipment by reason of Federal embargoes, priority orders, or other restrictions imposed by the United States Government, provided that adequate evidence is presented by the Contractor to prove such delay and to enable the City to determine with exactness the extent and duration of such delay for each item of material

and equipment involved. Liquidated damages shall be waived during any delay caused by the City or delays due to underground utilities leaks or excavation made in the street by utilities.

C. The City shall have the right to deduct liquidated damages from any monies in its hands, otherwise due, or to become due to the Contractor, or to sue for, and recover, compensation for damages for nonperformance of this contract at the time stipulated herein.

C-12 PENALTY FOR PAYMENT OF LESS THAN STIPULATED WAGE RATES

The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. A copy of said wage rate determination is included in this set of Contract Documents.

C-13 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the City and every officer and agent thereof, from all claims and liability to the Contractor for anything done of, furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

C-14 RIGHT TO TERMINATE CONTRACT

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

Pending arbitration or settlement of dispute on any point of controversy the City Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extensions of

time although such extension of time may be granted by the City Engineer if he deems it in the interest of the work.

C-15 GENERAL PROVISIONS

The quality and acceptability of materials furnished and work performed shall be in accordance with the 2004 Missouri Standard Specifications for Highway Construction unless otherwise noted.

The contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the contractor discovers such an error or omission, he shall immediately notify the City Engineer. The City Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

During construction, in special cases driveways and street access shall be maintained for emergency vehicles and local traffic. The Fire and Police Departments shall be notified prior to any street closing.

The contractor shall provide adequate manpower, materials, tools and equipment to insure that the work will proceed continuously without delay through the succeeding operations to its completion with the least possible interference and inconvenience to the City.

It shall be the contractor's responsibility to verify locations and depths of utilities prior to and during construction.

It shall be the Contractors responsibility to regrade and realign existing ditches and the site as required to drain.

The Contractor shall protect from damage or injury all existing improvements and structures whether they be private or publicly owned. Any such item inadvertently damaged shall be repaired or replaced at the Contractor's expense. If the Contractor needs to temporarily remove any existing improvements or structures in order to proceed with the work then the Contractor shall do so and then replace all of the existing improvements or structures to original location and condition at the Contractor's expense. The Contractor shall have on the work at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer. The superintendent shall have full authority to execute orders or directions of the City Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.

Photographic documentation shall be made of existing improvements and structures whether they are private or publicly owned in order to verify existing conditions, prior to construction. No extra payment will be allowed for the photographic documentation.

NO ASBESTOS CONTAINING MATERIALS SHALL BE USED OR INSTALLED ON THIS PROJECT.

The Contractor shall remove from all public and private property at his own expense all temporary structures, rubbish and waste materials resulting from his operation and as nearly as possible, leave the site in as good condition as it was before construction was started. Sod, shrubbery, trees, fences, culverts, mail boxes, street signs, street and driveway surfacing, curbs, sidewalks, gutters, pavement and all other Items disturbed during construction shall be restored or replaced with like items to the satisfaction of the City Engineer.

All spoilage, rubbish, excess earth and surplus waste materials shall be removed from the site of the project to authorized dumps where it shall be disposed of and left as a neatly graded fill, unless other disposal is authorized by the City Engineer. Burning within the City Limits is not permitted.

Where necessary to trim trees to allow room for construction of improvements, the limbs shall be sawed off in a vertical plane and the cut areas painted. Shrubby and hedges shall be trimmed in a neat and orderly manner, using hedge shears or a saw where necessary to do trimming work to provide sufficient clearance for trenching.

C-16 CERTIFICATION REGARDING OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT

All Contractors of the City of Sedalia, Missouri shall be required to comply with the provisions of the Omnibus Transportation Employee Testing Act and its implementing regulations while engaged in services for the City of Sedalia, or in activity while on the City of Sedalia's property as a condition of the award of any such contracts for services or work and the continuation of same.

The bidder, under penalty of perjury certifies by signing and submitting this bid or proposal that they will comply with the Omnibus Transportation Employee Testing Act and its implementing regulations, including but not limited to persons who are required to possess a CDL license for the operation of a commercial vehicle.