
PROJECT MANUAL



VENABLE PARK PLAYGROUND SAFETY SURFACE REPLACEMENT

Responses to This Invitation to be Publicly Opened and
Read:
Thursday, December 22, 2022, at 1 P.M. local time

Approval:


James H. Heines
Director of Public Works

11/18/2022
Date

Dated: November 23, 2022

CITY OF CREVE COEUR – DEPARTMENT OF PUBLIC WORKS

300 North New Ballas Road Creve Coeur, Missouri 63141 314-872-2533

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INVITATION FOR BIDS

Sealed Bids, in duplicate, for the **Venable Park Playground Safety Surface Replacement Project** in the City of Creve Coeur, Missouri, will be received by Mr. James Heines, Director of Public Works, at the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, until **1 P.M. CST, DECEMBER 22, 2022**, at which time the bids will be publicly opened and read aloud. Late bids will not be accepted and will be returned to the sender, unopened.

The scope of work for this project includes, but is not limited to, the removal and replacement of the existing wood chips and poured-in-place safety surface at the Venable Park playground in the City of Creve Coeur. The work involved with this project is described in further detail within the Project Manual. The City reserves the right to revise the project limits and may add or remove work locations at any time.

Bid Documents will be available beginning November 23, 2022, for viewing or download from the "eDistribution Plan Room" on the Drexel Technologies website (www.drexeltech.com). Printed sets of plans and specifications for the project can be purchased from Drexel Technologies, located at 135A Weldon Parkway, Maryland Heights, MO 63043. Questions regarding acquiring plans and specifications, pricing, or other related issues should be directed to Drexel Technologies at (314) 872-0900.

Questions regarding this project should be directed to:

- Sinan Alpaslan, P.E., City Engineer/Asst. Director of Public Works, at (314) 442-2084, or
- Tom Delia, Project Manager, at (314) 872-2527.

A **pre-bid meeting** will be held at **10 A.M. CST, November 22, 2022 at Venable Park, 10630 Country View Drive, Creve Coeur, MO 63141**. Prospective bidders are encouraged to attend this meeting.

Work shall be in accordance with the provisions set forth in the Bid Documents, which have adopted, by reference, the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook.

Each Bid must be accompanied by a cashier's check, a certified check, or a Bid Bond executed by the Bidder and an approved surety company, made payable to the City of Creve Coeur, in an amount not less than ten percent (10%) of the sum total of the bid.

Not less than the prevailing hourly rates of wages, as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by court on appeal, shall be paid to all workmen performing work under this Contract, and the Contractor will indemnify and hold the City harmless therefore.

The City reserves the right to reject any and all bids and to waive all informalities in Bids. No Bid may be withdrawn for a period of sixty (60) days, subsequent to the specified time for receipt of Bids. No low Bidder shall have a business expectancy merely because their Bid is the lowest one received: until the contract has been awarded, no business expectancy exists. Bids may be withdrawn solely for demonstrated and verifiable clerical or typographical mistake, but not mistake of judgment. Bids will be considered unresponsive if they contain any material defect or deviation. The City reserves the right and sole discretion to reject any and all bids.

CITY OF CREVE COEUR

James H. Heines
Director of Public Works

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Bidding Documents (or Bid Documents) include the Invitation for Bids, Instructions to Bidders, the Bid Form Proposal, and the Contract Documents, including any Addenda issued prior to receipt of bids. The Contract Documents for the Work consist of the City-Contractor Agreement, General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Construction Drawings, Job Special Provisions, Technical Specifications, Construction Schedule, all Change Orders, and all Modifications.
 - 1.1.1 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 1.5 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.6 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 1.7 A Bidder is a person or entity who submits a Bid.
- 1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder, by making his Bid, represents and warrants that:
- 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, and has correlated his observations with the requirements of the proposed Contract Documents.
 - 2.1.3 His Bid is based upon the materials, products, systems, and equipment required by the Bidding Documents.

ARTICLE 3 BIDDING DOCUMENTS**3.1 COPIES**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation for Bids in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.2.2 Bidders shall request clarification or interpretation of the Bidding Documents by making a written request to the Director of Public Works. Such requests must be received by the Director of Public Works at least seven (7) days prior to the date of for receipt of Bids to best ensure that the request can be addressed and disseminated to potential Bidders prior to the receipt of Bids.
 - 3.2.2.1 This seven-day notice shall not be construed as a restriction against discussion of the Bid Documents or an elimination of the Bidder's responsibility to notify the City of ambiguity, inconsistency, or error as stated in Article 3.2.1 above.
- 3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum and shall be issued by the City. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 3.2.4 If the City determines that clarification of or change to the terms and conditions of the Bidding Documents is necessary, the City may:
 - 3.2.4.1 Issue a Request for Information to all plan holders setting forth a clarification of the Bid Documents;
 - 3.2.4.2 Issue an Addendum to define a change to the Bid Documents;

3.2.4.3 Withdraw the request for Bids and notify the plan holders accordingly.

3.2.5 It shall be the responsibility of the Bidder to ensure that his prospective subcontractors, suppliers, and colleagues are aware of the terms of the City-Contractor Agreement and of any addendum(s) issued to the Bid Documents for this project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, systems, and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance, and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems, or equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system, or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance, and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems, or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his Bid.

ARTICLE 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Attached to the Contract Documents is a separate and complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.

- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the make-up of the Bid Form, the dollar amount shall be expressed in both words and figures. In case of any discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be clear as to its intent and must be initialed by the signer of the Bid. It is the Bidder's sole responsibility to submit a clear and legible Bid. The City will not attempt to interpret any unclear portion(s) of a Bid, and the City may reject any Bid deemed by the City to be unclear, according to the provisions of Article 5.4 of these Instructions to Bidders.
- 4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.
- 4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- 4.2 **BID SECURITY**
- 4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of Creve Coeur, Missouri, in the amount of not less than ten percent (10%) of the Base Bid plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.
- 4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.
- 4.3 **SUBMISSION OF BIDS**
- 4.3.1 Each Bidder must complete and submit the following with his Bid:
- 4.3.1.1 Bid security, as described in Article 4.2 above.
- 4.3.1.2 Subcontractor Utilization Form (Page 16) for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- 4.3.1.3 Apprenticeship Training Certification (Page 17).

4.3.1.4 Non-Collusion Affidavit (Page 18).

4.3.1.5 Contractor's Affidavit for Public Projects (Page 19).

4.3.1.6 the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work.

A Bid Submittal Checklist is included with the Bid Form Proposal to assist with the organization of the documents required for the Bid.

4.3.2 All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. Unless otherwise specified in the Invitation for Bids, the envelope shall be addressed to:

Department of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

The envelope shall be identified with the **Venable Park Playground Safety Surface Replacement Project**, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will not be accepted and will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated in the Invitation for Bids for receipt of Bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or cancelled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Department of Public Works at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS**5.1 LOCAL AND REGIONAL BUYING PREFERENCES**

5.1.1 The Contractor is requested to use American products in the performance of this Contract whenever the quality and price are comparable with other goods.

5.2 ENVIRONMENTAL PREFERENCE

5.2.1 The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are no significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations
- Produced locally or regionally (to minimize environmental costs associated with shipping)
- Recyclable
- Recycled content

- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

5.3 OPENING OF BIDS

5.3.1 Unless stated otherwise in the Invitation for Bids, the properly identified Bids received on time will be opened publicly and will be read aloud.

5.4 REJECTION OF BIDS

5.4.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular, and to rebid the Work at a later date if all Bids are rejected.

5.5 ACCEPTANCE OF BID (AWARD)

5.5.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.5.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

5.5.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 SUBMITTALS

6.1.1 The Bidder will be required to establish, to the satisfaction of the City, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 and 6.1.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw

his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

- 6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

ARTICLE 7 AWARD OF CONTRACT

- 7.1 Following receipt, to the satisfaction of the City, of all information required under Paragraph 6.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.
- 7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by Section 6 of the General Conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds, and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

ARTICLE 8 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.1 APPLICABILITY

- 8.1.1 The Contractor shall provide the required Performance Bond, and shall provide and Labor and Material Payment Bond for projects with a Contract Sum greater than fifty-thousand dollars (\$50,000.00).

8.2 BOND REQUIREMENTS

- 8.2.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also if required a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments.

8.3 TIME OF DELIVERY AND FORM OF BONDS

- 8.3.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

- 8.3.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 9 FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

9.1 FORM TO BE USED

- 9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the work shall be in the form attached hereto.

ARTICLE 10 BID FORM PROPOSAL

BID TIME: 1:00 P.M.

BID DATE: December 22, 2022

TO: THE CITY OF CREVE COEUR, MISSOURI

The undersigned, having carefully examined the site(s) of the work and having read and understood all of the Contract Documents, adding Addenda _____ through _____, for the

Venable Park Playground Safety Surface Replacement Project

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents and the following itemized Bid.

(Signature)

(Print Name)

(Company Name)

(Address)

(City, State, and ZIP code)

(Telephone Number)

(Seal if bid by Corporation)

BID SUBMITTAL CHECKLIST

The following list of documents shall be submitted as part of the Bid:

- _____ Article 10 – Bid Form Proposal
- _____ Itemized Bid Form
- _____ Bid Security (e.g. Bid Bond)
- _____ Subcontractor Utilization Form (Page 16)
- _____ Apprenticeship Training Certification (Page 17)
- _____ Non-Collusion Affidavit (Page 18)
- _____ Contractor’s Affidavit for Public Construction Projects (Page 19)
- _____ The names and suppliers of principal items or systems of materials and equipment proposed for the Work
- _____ A completed Bid Submittal Checklist

This checklist reflects, but does not modify or supersede, the requirements set forth in Section 4.3.1 of the Instructions to Bidders and is provided for the benefit of the Bidder.

Itemized Bid Form



Project: Venable Park Playground Safety Surface Replacement
 Location: Venable Memorial Park in Creve Coeur, Missouri

Sealed Bids Publicly Opened and Read
1:00 pm Thursday, December 22, 2022

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____ Date _____

Item No.	Quantity	Item with Unit bid price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
02791	1	REMOVAL AND REPLACEMENT OF PLAYGROUND SAFETY SURFACE at _____ Per Lump Sum				

Total Bid:

--	--

THE CITY WILL NOT BE FINANCIALLY RESPONSIBLE FOR ANY WAITING TIME.

Contractor

Bid Form Completed By

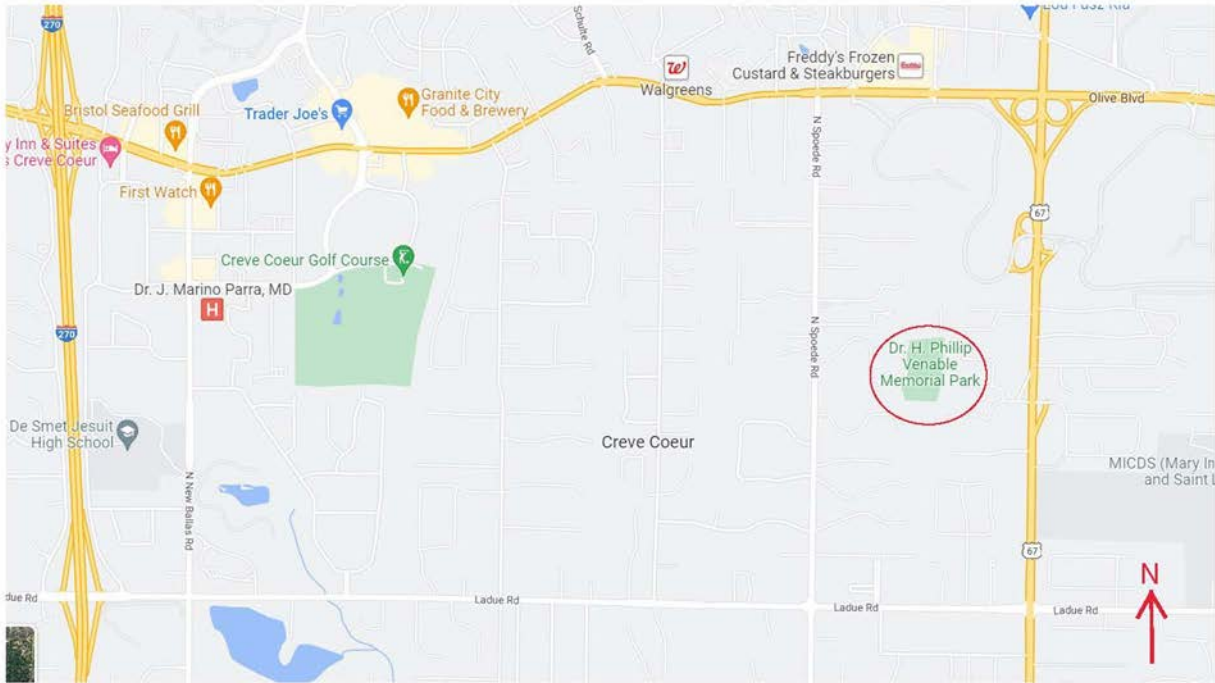
Title

WORK LOCATION TABLE

The following list summarizes the anticipated locations for the proposed work. Locations may be added to or removed from this list at the discretion of the Director of Public Works.

Venable Park – 10630 Country View Drive, Creve Coeur, MO 63141

A map illustrating the location can be found on the next page.



SUBCONTRACTOR UTILIZATION FORM

**Project: Venable Park Playground Safety Surface Replacement Project
Venable Park
Creve Coeur, Missouri**

This report must accompany and be part of the sealed Bid proposal.

1. Name of Bidder: _____

2. Address Bidder: _____

City State Zip

3. Phone Number: _____

4. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) _____

The General Contractor shall perform at least 51% of the contract with his own company.

Name-Authorized Officer of Bidder

Signature-Officer of Bidder

Date

APPRENTICESHIP TRAINING CERTIFICATION

**Project: Venable Park Playground Safety Surface Replacement Project
Venable Park
Creve Coeur, Missouri**

The undersigned hereby certifies to the City of Creve Coeur that _____% of workers proposed for this Project have satisfactorily completed an apprenticeship program for the type of work they will perform.

Signature of Representative:

Type Name/Title of Representative:

Corporate Seal of the Company:

NON-COLLUSION AFFIDAVIT

**Project: Venable Park Playground Safety Surface Replacement Project
Venable Park
Creve Coeur, Missouri**

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

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

SIGNED: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2022.

Seal of Notary

Notary Public

My Commission Expires: _____

* In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____ certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, a _____ with offices at _____ (hereinafter called the "Contractor"). The project identified as **Venable Park Playground Safety Surface Replacement Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The U.S. Consumer Product Safety Commission's Public Playground Safety Handbook (most recent version)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Twenty-One (21) consecutive calendar days** from and including the date of said written notice to proceed.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be **xxx dollars and xxx cents (\$)**. The Contract unit prices and Contract item quantities are listed in Table 1 on page C-10 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction

Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

- (b) Comprehensive General Liability and Bodily Injury
- Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
- Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
- Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
- Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
- Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
- Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation,

Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall

impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of the existing poured-in-place playground safety surface at Venable Park in the City of Creve Coeur. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

INSERT

**TABLE 1: SUMMARY OF CONTRACT QUANTITIES, CONTRACT UNIT
PRICE, AND CONTRACT SUM**

HERE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

S. BOLLINGER & ASSOCIATES, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Creve Coeur, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as the **Venable Park Playground Safety Surface Replacement Project** located at Venable Park within the City of Creve Coeur in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat. SS 522.010et seq., and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The 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 way affect its obligations 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.

Signed and sealed this ____ day of _____, 2022,

In the presence of: _____ (SEAL)

_____ By: _____

_____ (SEAL)

_____ By: _____

CITY OF CREVE COEUR**GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT****SECTION 1: CONTRACT DOCUMENTS****1.1 DEFINITIONS**

- 1.1.1 The Contract Documents. The “Contract Documents” consist of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, the Bid, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Job Special Provisions, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract.
- 1.1.2 The Contract. The Contract Documents form the “Contract.” The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined in Paragraph 1.1 above.
- 1.1.3 Modification. A “Modification” is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.
- 1.1.4 The Work. The term “Work” includes all labor necessary to complete the construction or services required by the Contract Documents, and all materials, labor, and equipment incorporated or to be incorporated in such construction or services.
- 1.1.5 The Project. The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.6 Notice to Proceed. The “Notice to Proceed” is the written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the Work.
- 1.1.7 Director of Public Works. The term “Director of Public Works” means the Director of Public Works for the City of Creve Coeur, or his authorized City representative(s).

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

- 1.2.1 The Contract Documents shall be signed by the City and the Contractor.
- 1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Section 3.3 necessary for execution and completion of the Work. Words which

have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 TIME

- 1.3.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punchlist items deemed necessary by the City. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.
- 1.3.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.
- 1.3.3 The term "day" as used in the Contract Documents shall mean working day unless specifically indicated otherwise therein.
- 1.3.4 All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.3.5 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

1.4 COPIES FURNISHED AND OWNERSHIP

- 1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Project Drawings and Specifications for the execution of the Work.
- 1.4.2 All Drawings, Specifications, and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

SECTION 2: CITY**2.1 DEFINITION OF CITY**

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 INSPECTIONS

2.2.1 The City shall have free access to the Work at all times for inspection purposes and shall be furnished by the Contractor with facilities for ascertaining whether the work being performed or which has been completed is in accordance with the requirements of the Contract Documents.

2.3 CITY'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct defective work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

SECTION 3: CONTRACTOR**3.1 DEFINITION OF CONTRACTOR**

- 3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 3.1.2 The Contractor is an independent person or organization, and at no time should either the Contractor or his employees represent themselves as either employees or agents of the City of Creve Coeur.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures employed in performing or coordinating any portion of the Work.
- 3.2.2 The Contractor shall maintain a professional appearance and shall engage in professional conduct at all times during the execution of the Work, as determined by the City.
- 3.2.3 The Contractor shall be responsible for the appearance and conduct of his employees and subcontractors at all times. The Contractor's employees, and any subcontractor's employees, shall wear appropriate uniform and/or protective attire while performing the Work.

3.3 LABOR AND MATERIALS

- 3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.
- 3.3.3 The Contractor shall comply with, and shall be bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 through 290.340, and any amendments thereto (which are incorporated herein by reference), including, but not limited to the following:
- 3.3.3.1 In accordance with MO.Rev.Stat. S290.250, the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing work under the Contract.

- 3.3.3.2 In accordance with MO.Rev.Stat. S290.250, the Contractor shall forfeit as a penalty to the City one hundred dollars (\$100.00) for each workman employed for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.
- 3.3.3.3 In accordance with MO.Rev.Stat. S290.265, the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work. Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.
- 3.3.3.4 In accordance with MO.Rev.Stat. SS290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed in proper form and order.
- 3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

- 3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES, AND NOTICES

- 3.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.
- 3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

- 3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site(s) during the progress of the Work. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all

work is being completed in accordance with the plans and Specifications. The superintendent shall be satisfactory to the City and shall not be changed except with the consent of the City. The superintendent shall also relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor.

- 3.6.2 The City may issue liquidated damages if the Contractor's Superintendent is not, in the opinion of the Director of Public Works, readily available or responsive during working hours. Liquidated damages for failure to comply with this requirement will not exceed two hundred and fifty dollars (\$250.00) per day.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

3.8 CONFLICT WITH PERSONNEL

- 3.8.1 If a conflict between personnel of the Contractor and the City escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the Contractor's personnel involved in the conflict shall be removed from the project.
- 3.8.2 A personnel conflict shall not give cause for the Contractor to terminate this Contract nor to pull off employees from active job sites. If the Contractor withdraws crews, the City may, at its sole discretion, consider the Contract to be terminated under the provisions of Article VIII of the City-Contractor Agreement. If the City so determines, notices shall be given as set forth therein.

3.9 CLEANING UP

- 3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site, and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.
- 3.9.1.1 The Contractor shall be responsible for proper storage, protection, and handling of all materials to ensure preservation of the materials' quality, cleanliness of public rights of way, and public safety. If required by the Director of Public Works, the Contractor shall place materials on wood platforms or other hard surfaces to protect the area from damage or disturbance.
- 3.9.1.2 The Contractor is responsible for securing his own project storage site which shall not be located on City right-of-way without prior written consent of the Director of Public Works.
- 3.9.2 The Contractor may park construction vehicles overnight within the public right of way and adjacent to the work site that the Contractor reasonably expects to use

at that site within 48 hours, and only with the prior consent of the Director of Public Works.

- 3.9.2.1 No construction vehicles or equipment shall be parked within the public right of way over any weekend, unless expressly approved by the Director of Public Works.
- 3.9.3 Any street or sidewalk pavement adjacent to the work site and open to traffic shall be kept free of rock, debris, tools, and equipment so to maintain traffic. The Contractor shall clean these areas throughout the day as required by the Director of Public Works.
- 3.9.4 At the end of each work day, or at intervals throughout the day as determined by the City, the Contractor shall remove all remaining waste materials and rubbish from and about the project area, as well as all tools, construction equipment, machinery, and surplus materials, and shall clean all surfaces (streets, sidewalks, vehicles, or other private property as necessary and as determined by the Director of Public Works) so to leave the job site "broom clean" or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

3.10 DRAWINGS AND SPECIFICATIONS AT THE SITE

- 3.10.1 The Contractor shall maintain at the site for the City one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work.
- 3.10.2 For any project that involves establishing or changing grades or otherwise affects storm water drainage, the Contractor shall maintain on the project site at all times a survey level, legs, and rod, the quality of which are deemed by the Director of Public Works to be adequate for the proper verification of the proposed elevations of the Work.

3.11 INDEMNIFICATION

- 3.11.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.
- 3.11.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 4: SUBCONTRACTORS AND SUBCONTRACTING**4.1 DEFINITION OF SUBCONTRACTOR**

- 4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- 4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 SUBCONTRACTORS AND SECOND-TIER SUBCONTRACTING

- 4.2.1 The Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, in accordance with the Subcontractor Utilization Form in the Bid Form Proposal, must be acceptable to the City. The Contractor shall furnish to the City a signed copy of any subcontract on request.
- 4.2.2 Second-tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to ensure that his subcontractors do not, in turn, subcontract any portion of the work.
- 4.2.3 The Contractor shall submit a completed and signed Subcontractor Utilization Form to the City along with other required Bid Documents. The Contractor shall complete and submit a Supplemental Subcontractor Utilization Form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.
- 4.2.4 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Section 4.2.4 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.
- 4.2.5 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of the Work as a result of the Subcontractor's other obligations. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Utilization Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the Project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City

retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

- 4.2.6 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.
- 4.2.7 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.
- 4.2.8 The Contractor shall not make any substitution for any proposed Subcontractor, person, or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

- 4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors) which shall contain provisions that:
 - 4.3.1.1 Require the Work to be performed in accordance with the requirements of the Contract Documents;
 - 4.3.1.2 Require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article IV of the City-Contractor Agreement;
 - 4.3.1.3 Require that all claims for additional costs, extensions of time, damages for delays, or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
 - 4.3.1.4 Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Section 6.5, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Section 6.5;
 - 4.3.1.5 Obligate each Subcontractor specifically to consent to the provisions of this Section 4.3; and
 - 4.3.1.6 Require the Subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by the Subcontractor, and its agents and employees, unless such claims, damages, or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

- 4.4.1 The Contractor shall pay each Subcontractor in accordance with Section 34.057 RSMo. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.
- 4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for his Work to the extent completed.
- 4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

4.5 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

- 4.5.1 The City reserves the right to award other contracts, on similar or different terms and conditions, in connection with other portions of the Project.

4.6 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 4.6.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.
- 4.6.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.
- 4.6.3 The Contractor shall protect and save harmless the City from any and all damages or claims or suits that may arise because of damages to the work or property of any other contractor on the Project. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

4.7 CITY'S RIGHT TO CLEAN UP

- 4.7.1 If a dispute arises between the separate contractors involved with the Project as to their responsibility for cleaning up as required by Section 3.9 of these General Conditions, the City may clean up and charge the cost thereof to the several contractors.

SECTION 5: LEGAL CONDITIONS**5.1 GOVERNING LAW**

- 5.1.1 The Contract shall be governed by the laws of the State of Missouri.

5.1.2 Any action arising out of, or concerning, this Contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this Contract consent to the jurisdiction and venue of that court.

5.2 SUCCESSORS AND ASSIGNS

5.2.1 The City and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

5.3 NOTICES

5.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid, and addressed to the last business address known to the party giving the notice.

5.4 RIGHTS AND REMEDIES

5.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

5.5 ROYALTIES AND PATENTS

5.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes, or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

5.6 CONFLICTS OF INTEREST

5.6.1 The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

5.6.2 The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall

not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

- 5.6.3 For the purposes of this section, "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.
- 5.6.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%) or more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.
- 5.6.5 In the event that any or all of the foregoing provision(s) shall conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state, or other local laws, ordinances, or regulations.

5.7 PERFORMANCE BOND

- 5.7.1 The Contractor shall furnish the Performance Bond required in the Instructions to Bidders.

5.8 ALIEN REGISTRATION, COMPLIANCE, AND ENFORCEMENT

- 5.8.1 DEFINITIONS. As used in this Section 5.8, the following terms shall have the following meanings:

5.8.1.1 "Business entity" – any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

5.8.1.2 "Contractor" – a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain

product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

5.8.1.3 "Employee" – any person performing work or service of any kind or character for hire within the state of Missouri;

5.8.1.4 "Employer" – any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

5.8.1.5 "Employment" – the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

5.8.1.6 "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;

5.8.1.7 "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;

5.8.1.8 "Municipality" – the City of Creve Coeur, Missouri.

5.8.1.9 "Public employer" – every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

5.8.1.10 "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);

5.8.1.11 "Work" – any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

5.8.2 ILLEGAL ACTS.

5.8.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

- 5.8.2.2 Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, 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 with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate Subsection 5.8.1.1 of this Section.
- 5.8.2.3 The affidavit shall be approved as to form by the municipal attorney.
- 5.8.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated Subsection 5.8.2.1 of this Section.
- 5.8.2.5 A general contractor or subcontractor of any tier shall not be liable under Subsection 5.8.2.1 of this Section when such general contractor or subcontractor contracts with its direct subcontractor who violates Subsection 5.8.2.1 of this Section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Subsection 5.8.2.1 of this Section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 5.8.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
- 5.8.2.7 Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

SECTION 6: INSURANCE AND PROTECTION OF PERSONS AND PROPERTY**6.1 SAFETY PRECAUTIONS AND PROGRAMS**

6.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

6.2 SAFETY OF PERSONS AND PROPERTY

6.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

6.2.1.1 All employees on the Work and all other persons who may be affected thereby;

6.2.1.2 All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors;

6.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction or execution of the Work;

6.2.1.4 Trees within the right-of-way. The Contractor will be allowed to trim trees within the City's right-of-way, as necessary and with prior approval of the Director of Public Works, to prevent damage by the Contractor's equipment.

6.2.1.5 Sprinkler systems. Any sprinkler system conflicting with or damaged by the Contractor's work shall be relocated, repaired, replaced, or reconstructed in kind as is necessary, to a fully operational condition, at the Contractor's expense.

6.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other traffic control and safety devices which the City deems necessary for public safety according to the contractor's traffic control plan. This work shall be considered incidental to the Contract, and no additional payment will be made, unless specifically indicated otherwise in the Contract Documents.

6.2.2.1 Vehicular and pedestrian traffic control devices shall be installed and maintained in accordance with the Contract Documents, with particular deference to the Manual on Uniform Traffic Control Devices (MUTCD).

6.2.2.2 As soon as possible after observing a traffic control deficiency, the City will report the deficiency to the contractor, either verbally or in writing.

After receiving notification, if the contractor does not make corrections/additions within an agreed upon timeline, the City may stop work. The severity of a deficiency will be categorized as follows:

- 6.2.2.3 Category 1 – Presents an immediate danger to the traveling public or workers and needs to be addressed immediately.
- 6.2.2.4 Category 2 – The situation doesn’t pose an immediate threat to either the public or the workers, but can impact the proper functioning of the work zone. This shall be corrected within 24 hours.
- 6.2.2.5 Category 3 – The situation does not impact the functioning of the work zone but is more of a maintenance or aesthetic issue. This shall be corrected in 48 hours.

The Director of Public Works will determine the category of the deficiency.

- 6.2.2.6 When the City determines that the contractor has not made a good faith effort in correcting a deficiency as agreed upon, the City may provide traffic control devices until the contractor is able to furnish their own devices as required. While the City’s devices are in use and on site, the contractor shall be held responsible for any and all damage to said devices until their delivery to the Creve Coeur Public Works Building located at 996 E. Rue de la Banque, Creve Coeur, MO 63141.
- 6.2.2.7 Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone. Should the use of City-owned traffic control devices be required as stated in section 6.2.2.6 above, the following liquidated damages will be assessed:

Traffic Control Device	Liquidated Damages
Construction Signs	\$100.00 per sign per day
Channelizer (Cone or Trimline)	\$10.00 per channelizer per day
Barricade (with or without Light)	\$50.00 per barricade per day
Channelizer (Drum)	\$50.00 per drum per day

The liquidated damages specified in the above table shall double each successive week that said device is not delivered according to section 6.2.2.6 above.

- 6.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- 6.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor.
- 6.2.4.1 The City shall document any complaint by any person regarding damage or loss to property caused by the Contractor by requesting such complainant to complete a damage claim report. A copy of the damage claim report shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage, or otherwise compensate the complainant or file a claim for such damage with the Contractor's insurance company within ten (10) days of the receipt of the damage claim report from the City.
- 6.2.4.2 If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.
- 6.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

6.3 CERTIFICATES OF INSURANCE

- 6.3.1 Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate(s) of Insurance must state: "**The City of Creve Coeur is an additional primary insured.**" These Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City and any necessary endorsements shall be provided.

6.4 CONTRACTOR'S LIABILITY INSURANCE

- 6.4.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 6.4.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Section 3.11.
- 6.4.3 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross, or work upon or beneath the right-of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

6.5 CONTRACTOR'S PROPERTY INSURANCE

- 6.5.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 6.5.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.
- 6.5.3 Any loss insured by property insurance maintained by the City shall 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 mortgagee clause.
- 6.5.4 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Article IX of the City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Section 4 of these General Conditions.

SECTION 7: PERFORMANCE OF THE WORK**7.1 GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES**

- 7.1.1 The general requirements, provisions, and technical specifications governing the completion of the Work described herein shall be the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook for the removal and installation of the safety surface, together with the General Conditions, Job Special Provisions, Technical Specifications, and other City, County, State, and Federal requirements contained or referenced in the Contract Documents. The General Conditions, the Job Special Provisions, and the Technical Specifications shall take precedence over all other documents whenever any disagreement exists.
- 7.1.2 Contract Form, Contract Bond, and Contractor Acknowledges will be in identical form to those contained in these specifications.
- 7.1.3 All references to the "Director" made in the St. Louis County Standard Specifications for Road and Bridge Construction shall be interpreted as the Director of Public Works for the City of Creve Coeur. All references to the "Engineer" made in the above standard specifications shall also be interpreted as the Director of Public Works.
- 7.1.4 Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), or other specified standard specification, the latest current revision thereof shall be used and the English version shall be used.

7.2 PRECONSTRUCTION CONFERENCE

- 7.2.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the City, and representatives of the various utility companies that have facilities in the Project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

7.3 SEQUENCE OF WORK

- 7.3.1 A Construction Schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item or phase.
- 7.3.2 The Contractor shall provide the City with scheduled work projections on a weekly basis. These work projections shall include the types of work and/or contract bid items anticipated to be performed during the following two (2) weeks.
- 7.3.3 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all Work for the City's review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary.

7.4 LIMITS OF WORK

- 7.4.1 The limits of work are specified in the Contract Documents and generally consist of the playground and parking lot area immediately adjacent to the playground at Venable Park in the City of Creve Coeur. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the work area. The Contractor will be required to provide, to the City, a release from the property owner of all properties impacted by any Contractor activity outside the work area.

7.5 ADVANCE NOTICE AND HOURS OF WORK

- 7.5.1 All work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, unless alternate hours are approved and agreed upon by the City. No work shall be performed on Saturdays, Sundays, or legal holidays (as defined in Section 7.6 below) unless approved by the Director of Public Works.
- 7.5.2 The Contractor may perform night-time operations with approval from the City. A written request shall be submitted to the City seven (7) calendar days prior to the proposed commencement of night-time operations. All night-time operations shall be accomplished between the hours of 8:00 p.m. and 6:00 a.m. Sunday through Thursday.
- 7.5.3 The Contractor electing to perform night-time operations may do so with no additional cost to the City.

7.6 OVERTIME AND HOLIDAYS

- 7.6.1 In order to provide sufficient control of the work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.
- 7.6.2 City Holidays.
- 7.6.2.1 There are ten (10) holidays observed by the City and designated as "City holidays." They are:
- (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) Presidents Day
 - (4) Memorial Day
 - (5) Independence Day (Fourth of July)
 - (6) Labor Day
 - (7) Veterans' Day
 - (8) Thanksgiving Day
 - (9) Day after Thanksgiving
 - (10) Christmas Day

- 7.6.2.2 No work shall be performed on a City holiday, or the day(s) designated by the City to be in observance of these holidays, unless otherwise ordered or approved by the Director of Public Works.
- 7.6.2.3 If a City holiday falls on a Saturday, that holiday shall be observed on the preceding Friday. Similarly, should a City holiday fall on a Sunday, that holiday shall be observed on the following Monday.

7.7 SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

- 7.7.1 As used in this section, the following terms shall mean:
 - 7.7.1.1 "Construction" shall mean: construction, reconstruction, demolition, painting, and decorating, or major repairs;
 - 7.7.1.2 "Department" shall mean the Missouri Department of Labor and Industrial Relations;
 - 7.7.1.3 "Person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
 - 7.7.1.4 "Municipality" shall mean the City of Creve Coeur, Missouri;
 - 7.7.1.5 "Public works" shall mean all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.
- 7.7.2 Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.
- 7.7.3 Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under Section 7.7.2 herein shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- 7.7.4 The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under Section 7.7.2 herein. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in Sections 7.7.2 and 7.7.3 herein have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

- 7.7.5 In determining whether a violation of this section has occurred, and whether the penalty under Section 7.7.4 herein shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.
- 7.7.6 If the Contractor or Subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the Contractor or Subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under Section 7.7.4 herein, the Department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

7.8 SEDIMENTATION AND EROSION CONTROL MEASURES

- 7.8.1 The Contractor shall provide adequate erosion control features in accordance with the Project Manual, the Construction Plans, and any applicable local, state, and federal regulations (whichever is more stringent).
- 7.8.2 The Contractor shall be responsible to prepare and submit a sedimentation and erosion control plan for work that involves land disturbance in circumstances that warrant a plan, as determined by the Director of Public Works. This plan shall be submitted to the City for review and approval prior to the start of construction. Any change to the plan shall also be submitted to the City for review and approval prior to its implementation on the job site.

7.9 PROTECTION DURING CONSTRUCTION

- 7.9.1 During the progress of the Work, the Contractor shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at the Contractor's expense to the satisfaction of the Director of Public Works.
- 7.9.2 The Contractor is also responsible for any repair and/or maintenance required throughout the project limits from Notice to Proceed until final acceptance of the Work by the City. These maintenance items or repairs include, but are not limited to: mowing.

7.10 WORKMANSHIP

- 7.10.1 The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents. All workmen shall have sufficient skill and experience to properly perform the work assigned to them.

7.11 TESTING AND INSPECTION SERVICES

7.11.1 The City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection services, in addition to those performed by City personnel, during construction operations. This shall include, but may not be limited to, portland cement concrete paving, asphaltic concrete paving, subgrade compaction, and base rock compaction.

7.11.1.1 Testing Laboratory Qualifications: To qualify for acceptance, the testing laboratory must demonstrate, to the City's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory testing without delaying the progress of the Work.

7.11.1.2 The Contractor shall coordinate all work operations to accommodate materials testing required by the City.

7.11.2 It shall be the responsibility of the Contractor to notify the Director of Public Works or his representative by 3:00 P.M. of the day preceding any operation that requires materials testing and/or inspection services.

7.12 UNCOVERING OF WORK

7.12.1 If any work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for observation by the City. Any additional site restoration resulting from uncovering this work shall be completed at the Contractor's expense.

7.12.2 If any work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Cost of uncovering and restoration shall, by appropriate Change Order, be charged to the City. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs.

7.13 CORRECTION OF WORK

7.13.1 The Contractor shall promptly correct all work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work.

7.13.2 If, within five (5) years after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

7.13.3 All such defective or non-conforming work under this Section 7.13 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

7.13.4 The Contractor shall bear the cost of making good all work of separate contractors that was destroyed or damaged by the Contractor's removal or correction of defective or non-conforming work.

7.13.5 If the Contractor fails to correct such defective or non-conforming work, the City may correct it in accordance with Section 2.4.

7.14 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

7.14.1 If the City prefers to accept defective or non-conforming work, the City may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

7.14.2 The City reserves the right to refuse payment for defective or non-conforming work.

7.15 DAMAGE TO ADJACENT FACILITIES

7.15.1 Damage to adjacent public or private facilities during the construction or performance of the Work shall be corrected at the sole expense of the Contractor. If, in the opinion of the Director of Public Works, the damage is too severe for a repair, the damaged infrastructure shall be removed and replaced at the Contractor's expense. This includes the playground equipment to remain.

7.16 REMOVALS AND DISPOSAL SITE

7.16.1 Materials removed from the work site shall be hauled from the site and disposed of at a location so as to neither violate local, state, or federal laws, regulations, or ordinances, nor create a liability for the City. The Contractor shall indemnify and hold the City harmless for any costs or liability for failure to comply with any such local, state, or federal laws, regulations, or ordinances.

7.16.2 The Contractor shall provide the City with the address of the disposal site and the name of the property owner at least three (3) days prior to the start of any material removal. If the disposal site is not a previously licensed landfill, the Contractor shall provide evidence of Municipal or County permits as well as a written acknowledgement by the property owner that he has approved the placement of material on the specified property prior to any disposal in said site.

7.17 TRUCK WEIGHT RESTRICTIONS

7.17.1 **Trucks transporting concrete shall be limited to eight (8) yards.** Each vehicle shall be limited to single axle loads not to exceed 22,000 pounds and a gross vehicle weight shall not exceed 65,000 pounds. The Contractor is responsible for all damage caused by overloaded or overweight trucks.

7.17.2 For the purpose of this section, the City has adopted, in addition to the previous requirements, the legal size and weight limits established by Missouri State laws except where more restrictive limits have been previously established by the City. **No tri-axle vehicles are to be used in conjunction with this project.** All haul trucks or delivery trucks shall be tandem or single axle vehicles, loaded so as not to exceed weight limitations.

7.18 RESTROOM FACILITIES

7.18.1 The Contractor shall provide, secure, and maintain restroom facilities at the job site. Facilities shall be in place prior to initiating work on a site and shall be maintained for the entire time work is being performed at a site. The restroom facility location shall be approved by the City prior to placement. No direct payment will be made for the restroom facility. The City may assess a penalty of one hundred dollars (\$100) for each day the restroom facility is not at the job site.

7.19 FIREARMS

7.19.1 There shall be absolutely no firearms carried by any individual on any City of Creve Coeur work site.

SECTION 8: CHANGES TO THE WORK**8.1 MINOR CHANGES IN THE WORK**

8.1.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be put into effect by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

8.2 CHANGE ORDERS

8.2.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

8.2.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

8.2.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

8.3 ADDITIONS TO CONTRACT

8.3.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

8.4 CLAIMS FOR ADDITIONAL COST

8.4.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, the work shall proceed in accordance with Sec. 109.4 of the St. Louis County Standard Specifications for Highway Construction (2016 Edition), if so ordered by the Director of Public Works. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

SECTION 9: PAYMENTS AND FINANCIAL CONDITIONS**9.1 PAYMENTS AND COMPLETION**

- 9.1.1 The Contract Sum is stated in Article IV of the City-Contractor Agreement and is detailed in Table 1 of the City-Contractor Agreement. The Contract Sum is the total, not-to-exceed amount payable by the City to the Contractor for the performance of the Work.
- 9.1.2 On or before the twentieth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall prepare an application for payment supported by such data substantiating the Contractor's right to payment as the City may require.
- 9.1.3 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interests.
- 9.1.4 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests, or encumbrances (hereinafter referred to as "liens").
- 9.1.5 The City will state in writing the City's reasons for withholding all or any portion of any payment.
- 9.1.6 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any work not completed in accordance with the Contract Documents.
- 9.1.7 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.
- 9.1.8 Subject to Section 34.057 RSMo, the final payment shall not become due until the Contractor submits to the City:
- (1) Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied;
 - (2) consent of the surety, if any, to final payment;
 - (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev. Stat.; and

- (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- 9.1.9 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

9.2 QUANTITIES

- 9.2.1 The quantities tabulated on the bid form or shown on the drawings are only estimated for bid comparison by the City. No guarantees are made regarding their accuracy. The City reserves the right to modify quantities as necessary.
- 9.2.2 The City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid.

9.3 ALTERED QUANTITIES

- 9.3.1 In accordance with Section 109.3 of the Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid Form.
- 9.3.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. In addition, no allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

9.4 MEASUREMENT OF QUANTITIES

- 9.4.1 The Contractor's attention is directed to the fact that the City requires that all weight certificates be signed by a bonded Weighmaster. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all materials supplied by the Contractor that are incorporated into this Work for which payment is based upon weight.

9.5 PAYMENT

- 9.5.1 If the Contractor has made Application for Payment, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion or such payment.

9.5.2 The City shall issue payment to the Contractor within thirty (30) days following the receipt, review, and approval of the Application for Payment by the City.

9.6 CASH ALLOWANCES

- 9.6.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

9.7 PURCHASE OF MATERIALS AND EQUIPMENT

- 9.7.1 Sales to Contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current exemption letter and a project exemption certificate to the Contractor authorizing the purchases for the Project. The exempt organizations may monitor all supplies purchased, used, and consumed in fulfilling the project.
- 9.7.2 A project exemption certificate shall include, but may not be limited to, the following:
- 9.7.2.1 The exempt entity's name, address, Missouri Tax Identification Number, and signature of an authorized representative of the exempt entity;
 - 9.7.2.2 The project location, description, and unique identification number;
 - 9.7.2.3 Date the contract is entered into;
 - 9.7.2.4 The estimated project completion date; and
 - 9.7.2.5 The certificate expiration date.
- 9.7.3 Contractors must provide a copy of the exempt organization's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the Project.
- 9.7.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts.
- 9.7.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.
- 9.7.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the Contractor determines that the materials were not used in the project.
- 9.7.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

JOB SPECIAL PROVISIONS

These Job Special Provisions shall prevail over all other contract documents whenever in conflict therewith.

1.0 SCOPE OF WORK

- 1.1 The Work under this Contract generally consists of the removal and replacement of the existing poured-in-place playground safety surface at Venable Park in the City of Creve Coeur, Missouri
- 1.2 The general limits of the Work are listed in the Work Location Table on Page 16 of the Bid Documents. The exact limits of work will be determined by - and shall be periodically indicated in the field by - the City prior to the Contractor beginning work.
 - 1.2.1. Locations may be added to or removed from the limits of the Work indicated in the Work Location Table, or items from the Itemized Bid Form may be reduced or eliminated, as directed by the Director of Public Works.

2.0 CONTRACTOR'S WORK SCHEDULE

- 2.1 In all cases, the Contractor shall notify the Director of Public Works, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case will the Contractor be permitted to begin operations without prior approval by the Director of Public Works.
- 2.2 Due to the fact that work under this contract will be performed by the Contractor near residential areas, the Contractor will only be allowed to perform construction activities Monday through Friday between 7:00 AM and 6:00 PM.
 - 2.2.1. The Contractor shall not engage in any nighttime work without the prior written approval from the City. If such nighttime work is approved by the City, then such work must abide by the requirements of Section 2.4 below.
- 2.3 Work on project is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work may begin prior to 7:00 AM.
 - 2.3.1. The Contractor must request approval from the Director of Public Works for longer working hours at least forty-eight (48) hours in advance of the work.
 - 2.3.2. In the event that prior approval was not approved and the Contractor stages his work such that the work day exceeds the typical eight-hour day, the Contractor shall become liable for any overtime charges required for the City to staff the inspection of the work. This liability shall extend to any third-party inspection agencies hired by the City for the observation and/or testing of the work.
- 2.4 In the event that nighttime work becomes necessary, as determined solely by the Director of Public Works, all work shall be performed between the hours of 7:00 PM and 2:00 AM, with all streets being reopened by 5:00 AM.
 - 2.4.1. In no circumstance will work be allowed during nighttime hours without the written consent of the Director of Public Works.

3.0 "NO PARKING" SIGNS

- 3.1 The Contractor shall be responsible for prior notification regarding no parking in the work area during construction operations. Temporary "No Parking" signs noting the proposed date(s) of construction activity shall be provided and installed approximately forty eight (48) hours in advance of the Work at that location. The signs will be supplied by the Contractor and approved by the City.
- 3.2 The signs will be removed and disposed of by the Contractor approximately one (1) hour after operations have been completed unless otherwise ordered by the Director of Public Works.

4.0 RESPONSIBILITY FOR DAMAGED ITEMS

- 4.1 The Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by The City of Creve Coeur, either partial or final. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.
- 4.2 Damages to improvements by the Contractor's subcontractors and material suppliers are included and covered under this provision.
- 4.3 No direct or additional payment will be made for the cost of repair or replacement of damaged items, and no adjustment in final quantities will be made.

5.0 CONTROL OF MATERIAL (CERTIFIED TEST RESULTS)

- 5.1 Letters of certification and/or certified test reports indicating compliance with specifications will be required from suppliers of material to be incorporated into the improvements. Such certifications and test reports will be required by the Director of Public Works or his representative prior to the placement of such designated materials.
- 5.2 No direct payment will be made for this work, but any costs involved will be considered incidental to the unit price bid for the various construction items.

6.0 CONSTRUCTION SEQUENCE REQUIREMENTS

- 6.1 The intent behind establishing the following construction sequence is to reduce the impact and inconveniences to the residents who use the park facilities. The contractor may submit alternative construction sequences for review prior to and/or during construction. The City may revise the construction sequences at any time during construction to reduce the impact on the residents.
 - 6.1.1. At no time shall the Contractor stage his operations in such a way that causes an unreasonable disturbance to park users, as determined by the Director of Public Works. The Contractor's construction sequence shall be reviewed and approved by the City prior to its enactment.
- 6.2 Property restoration at the work site, including backfill, grading, sprinkler systems, seeding, sodding, mulching, and sweeping, shall be completed within seven (7) days after the last construction activity at a work site.

7.0 ACCESS

- 7.1 Access to the playground will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any

- park users be denied access to the other areas of the park for any reason. Excavation for this work shall be accomplished as quickly as possible to allow for preparation of the area to install the new poured-in-place surface.
- 7.2 All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance, or removal of said access.
- 7.3 If said access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given in this Contract.

8.0 CONSTRUCTION STAKING AND LAYOUT

- 8.1 The Contractor shall be responsible for providing labor, equipment, and materials necessary for construction staking and layout as required, to the grades, elevations, and alignment shown on the plans or as determined by the City. No separate payment will be made for construction staking and layout. The Contractor shall make his bid accordingly. No payment shall be made for restaking except as expressly authorized due to changes made by the City during construction.
- 8.2 The Contractor shall take care to meet the existing grades and also to check level and crown for the proposed surfacet. The new surface shall be constructed with a slope of no more than 2% (approximately 1/4 inch per foot) in any direction, but may be constructed with a lesser cross slope to meet existing conditions if approved by the Director of Public Works. **Any new surface that does not comply with the Americans with Disabilities Act (ADA) shall be removed and replaced at no additional cost to the City.**
- 8.3 The Contractor shall be solely responsible for meeting the accessibility requirements set out by the Americans with Disabilities Act (ADA) in all new surface construction.

TECHNICAL SPECIFICATIONS

The following technical specifications supplement the latest editions of the St. Louis County Standard Specifications for Highway Construction (Standard Specifications), the U.S. Consumer Product Safety Commission's Handbook for Public Playground Safety and all revisions thereof, noted herein which govern the subject project.

Provisions for Method of Measurement and Basis of Payment in the Standard Specifications shall apply to this Contract, unless stated otherwise herein. In case of any conflict between any part or parts of the Standard Specifications and these Technical Specifications, these Technical Specifications shall take precedence and shall govern.

SECTION 104 – SCOPE OF WORK

Section 104 of the Standard Specifications shall be amended as follows:

Section 104.10 Final Clean Up – Add the following:

104.10.1.1 The Contractor shall perform such site restoration as is ordered by the Director of Public Works, and all costs associated with site restoration shall be considered part of and incidental to the Work, unless otherwise specified in the Contract Documents. Site restoration shall include the repair and/or replacement of any private or public property that may have been damaged through the completion of the Work. Examples of public property include, but are not limited to, playground equipment, concrete border, sod, landscaped areas, irrigation, asphalt parking lot, concrete curbing, and sidewalks.

SECTION 02791- POUR-IN-PLACE PLAYGROUND SURFACE SYSTEMS

1. GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

- 1.2.1. This Section includes the following types of playground surface systems and accessories:
 1. Non-loose fill systems.
- 1.2.2. Related Sections include the following:
 1. Division 2 Section "Site Clearing" for stripping, grubbing, removing topsoil, and protecting trees to remain.
 2. Division 2 Section "Earthwork" for excavation, filling, and grading work including compacted subgrades and subbase courses, and dewatering

3. Division 2 Section "Foundation Drainage Systems" for landscape subdrainage system
4. Division 2 Section "Playground Equipment and Structures" for play structures installed only over protective use zones, at appropriate fall heights.

1.3. DEFINITIONS

- 1.3.1. Critical Height: Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."
- 1.3.2. Fall Height: According to ASTM F 1487, this means "the vertical distance between a designated play surface and the protective surfacing beneath it." The fall height of playground equipment should not exceed the Critical Height of the protective surfacing beneath it.
- 1.3.3. SBR: Styrene butadiene rubber. D. Use Zone: According to ASTM F 1487, this means "the area beneath and immediately adjacent to a play structure that is designated for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment."

1.4. SUBMITTALS

- 1.4.1. Product Data: For each type of product indicated. Include material descriptions and construction details for each component of playground surface system.
- 1.4.2. Shop Drawings: For each playground surface system, include materials, cross sections, drainage, installation, penetration details, and edge termination including border edges.
- 1.4.3. Coordination Drawings: Layout plans and elevations drawn to scale. Show playground equipment locations, use zones, fall heights, extent of protective surfacing and critical heights.
- 1.4.4. Product Samples: For the following:
 1. 12-by-12-inch (300-by-300-mm) minimum sample of geo-synthetic fabric.
 2. Color Samples for Initial Selection: Manufacturer's color charts or 6-inch (150-mm) squares of units showing the full range of colors and textures available for components with factory applied color finishes.
 3. Color Samples for Verification: For the following products, for each type of exposed finish required, prepared on Samples of size indicated below and of same thickness and material indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.
 4. Installer Certificates: Signed by manufacturer certifying that installers comply with requirements.
 5. Product Certificates: Signed by manufacturers of playground surface systems certifying that protective surfacings furnished comply with requirements.

6. Product Test Reports: From a qualified testing agency indicating playground surface system complies with requirements, based on comprehensive testing of current products.
7. Material Test Reports: From a qualified testing agency indicating material complies with requirements.
8. Maintenance Data: For playground surface system to include in maintenance manuals specified in Division 1.

1.5. QUALITY CONTROL

- 1.5.1. Installer Qualifications: An experienced installer who has specialized in installing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in installations with a record of successful in-service performance.
 - 1.5.1.1. Engage an installer who employs workers trained and approved by playground surface system manufacturer to install manufacturer's products.
 - 1.5.1.2. Engage an installer who is certified in writing by playground surface system manufacturer to install playground surface system specified.
- 1.5.2. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- 1.5.3. Source Limitations: Provide secondary materials including adhesives, anchoring materials, filler/sealant material, geosynthetics, and repair materials of type and from source recommended by manufacturer of primary playground surface system materials.
- 1.5.4. Source Limitations: Obtain primary seamless playground surface system materials, including primers, binders, and rubber particles for cushion-base and wearing~surface layers, through one source from a single playground surface system manufacturer. Provide secondary materials including adhesives, primers, geosynthetics, and repair materials of type and from source recommended by manufacturer of primary playground surface system materials.
- 1.5.5. Standards and Guidelines: Provide playground surface systems complying with applicable provisions of the following, unless more stringent provisions -are indicated:
- 1.5.6. CPSC No. 325, "Handbook for Public Playground Safety"; ASTM F 1292; and ASTM F 1487.

1.6. DELIVERY, STORAGE, AND HANDLING

- 1.6.1. Deliver manufactured materials in original packages with seals unbroken and bearing manufacturer's labels indicating brand name and directions for storing.
- 1.6.2. Store manufactured materials in a clean, dry location, protected from the weather and deterioration, and complying with manufacturer's Written instructions for minimum and maximum temperature requirements for storage.
- 1.6.3. Protect UV -light-sensitive materials from exposure to sunlight.

1.7. PROJECT CONDITIONS

- 1.7.1. Environmental Limitations: Do not apply playground surface system materials or components over wet, frozen, or excessively damp substrates if prohibited by manufacturer's written instructions or warranty requirements.
- 1.7.2. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system to be performed according to manufacturer's written instructions or warranty requirements.
- 1.7.3. Field Measurements: Where playground surface system is indicated to fit to other construction, verify dimensions of other construction by field measurements.
- 1.7.4. Adhesive Applied Products as follows:
 1. Apply adhesives only when temperature of surfaces to be adhered to and ambient air temperatures are within range permitted by manufacturer's written instructions
 2. Close area to traffic during surfacing installation and for time period after installation recommended in writing by manufacturer.
 3. Do not install products over asphalt paving until paving is sufficiently cured to bond with adhesive.
 4. Do not install products over concrete slabs until slabs have cured and are sufficiently dry and surfaces are within acceptable pH range to bond with adhesive, as determined by surfacing manufacturer's recommended procedures.

1.8. COORDINATION

- 1.8.1. Coordinate construction of playground surface systems with installation of playground equipment, including accurate use zones and fall heights, specified in Division 2 Section "Playground Equipment and Structures."

2. PRODUCTS**2.1. MANUFACTURERS**

Manufacturers will not be limited but all material incorporated into the work shall meet the fall height requirements of CPSC No. 325 and whose product is a non-loose or unitary material.

2.2. PLAYGROUND SURFACE SYSTEMS, GENERAL

- 2.2.1. Accessibility. Provide playground surface system determined to be accessible when tested according to ASTM PS 83 and designed to comply with requirements for an accessible route as recommended by U.S. Architectural & Transportation Barriers Compliance Board's "ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)" for systems

3. EXECUTION

3.1. EXAMINATION

- 3.1.1. Examine substrates, areas, and conditions, for compliance with requirements for sub grade and substrate conditions, for compliance with playground surface system manufacturer's requirements, and for other conditions affecting performance.
- 3.1.2. Hard-Surface Substrates: Verify that substrates are satisfactory for non-loose fill playground surface system installation and that substrate surfaces are dry, cured, and uniformly sloped to drain within recommended tolerances according to playground surface system manufacturer's written requirements for cross-section profile.
- 3.1.3. Concrete Substrates: Verify that substrates are dry, free from surface defects, and free of laitance, glaze, efflorescence, curing compounds, form-release agents, hardeners, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with playground surface system or that may interfere with adhesive bond. Determine adhesion, dryness, and acidity characteristics by performing procedures recommended in writing by playground surface system manufacturer.
- 3.1.4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2. PREPARATION

- 3.2.1. Stake locations of playground perimeter, playground equipment, use zones, and pathways. Clearly indicate locations of utilities, lawn sprinkler system, sub grade drainage systems, and underground structures.
- 3.2.2. General: Prepare, fill, patch, clean, remove high spots and ridges and remove incompatible coatings from substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound without high spots, ridges, holes, and depressions.
- 3.2.3. Concrete Substrates: Prepare as follows:
 1. Use trowelable leveling and patching materials, according to manufacturer's written instructions, to fill holes and depressions.
 2. Saw cut concrete for terminal edges of seamless playground surface systems as indicated on Drawings.

3.3. INSTALLATION, GENERAL

- 3.3.1. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and in thickness as required to comply with specified requirements for impact-attenuation performance and for accessibility.

3.4. INSTALLATION OF NON-LOOSE FILL PLAYGROUND SURFACE SYSTEMS

- 3.4.1. Seamless Surface: Mix and apply components of playground surface system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface and impact-attenuating system of total thickness indicated. Proportion each blend of resilient particulate material with binder, in ratio complying with manufacturer's written instructions. Mix components thoroughly to form a uniform dispersion. Coordinate application of components to provide optimum adhesion of playground surface system. Cure successive applications of components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
- 3.4.2. Substrate Primer: Apply according to manufacturer's written instructions over prepared substrate at manufacturer's standard spreading rate for type of substrate.
- 3.4.3. Cushion-Base Course: Spread evenly over primed substrate to form a level layer of uniform density and consistency, applied at manufacturer's standard spreading rate in one continuous operation, with a minimum of cold joints.
- 3.4.4. Intercoat Primer: Over cured base course, apply primer at manufacturer's standard spreading rate for maximum adherence of base course to surface course.
- 3.4.5. Surface Course: Spread evenly over primed base course to form a level layer of uniform density and consistency, applied at manufacturer's standard spreading rate in one continuous operation, and, except where color changes, with a minimum of cold joints. Finish surface to produce manufacturer's standard wearing-surface texture and allow to cure.
- 3.4.6. Edge Treatment: Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness required to comply with safety performance requirements within playground equipment use zones. Provide for an accessible transition, where applicable.

3.5. CLEANING AND PROTECTION

- 3.5.1. Non-Loose Fill Systems: Prevent traffic over system for not less than 48 hours after installation or manufacturer's instructions, whichever is greater. Protect playground surface system from damage and wear during the remainder of construction period. Clean playground surface system after time period recommended in writing by playground surface system manufacturer but not more than four days before dates scheduled for inspections intended to establish date of Substantial Completion. Use cleaning materials and procedures recommended in writing by playground surface system manufacturer.
- 3.5.2. During installation of adhesively applied products, immediately remove visible adhesive from surfaces. Use cleaner recommended by playground surface system manufacturer.

SECTION 201.0 – CLEARING AND GRUBBING

The Work shall comply with Section 201.0 of the Standard Specifications, amended as follows:

201.2.3 Construction Requirement – Replace with the following:

201.2.3 The Contractor shall dispose of combustible materials (wood mulch) in accordance with Ordinance No. 4365, 1967, entitled, "An Ordinance amending Title 6, St. Louis County Revised Ordinances, 1964, as amended by repealing there from Chapter 612 of the St. Louis County Air Pollution Control Code and enacting in lieu thereof a new Chapter relating to the same matter". Wood mulch and old play surface shall be removed from the site by the Contractor and shall be disposed of properly and off site.

201.3 Method of Measurement – Replaced with the following

201.3 Method of Measurement – No separate measurement will be made for the amount of wood mulch removed or old play surface removed from the play surface.

201.4.1 Base of Payment – Replaced with the following

201.4.1 Base of Payment – Removal of wood mulch or old play surface, will be considered incidental to the cost of the removal and replacement of the playground safety surface.

SECTION 612.60 – TEMPORARY EXCAVATION FENCING

The Work shall comply with Section 612.60 of the Standard Specifications, amended as follows:

612.63 Method of Measurement – Replace with the following:

612.63 Method of Measurement. Temporary excavation fencing, complete in place, will not be measured for payment but shall consist of fencing, posts, mounting, hardware, backfilling postholes, and other associated items necessary to safely enclose open cut excavations or trenches or vertical dropoffs to the satisfaction of the Director of Public Works.

612.64 Basis of Payment – Replace with the following:

612.64 Basis of Payment. Temporary excavation fencing shall be considered an incidental item to the Work. The cost of this work shall be included in the contract unit price for the various items involved, and no separate payment shall be made for the labor, equipment, tools, materials, or work required for “Temporary Excavation Fencing.”

SECTION 619 – MOBILIZATION

The Work shall comply with Section 619 of the Standard Specifications, amended as follows:

619.1 Description – Add the following:

This item shall also include all work associated with the coordination of the Work with the various utility companies and shall not be measured for payment. It shall be considered incidental to the cost of the removal and replacement of the playground safety surface.

SECTION 804 – TOPSOIL

The Work shall comply with Section 804 of the Standard Specifications, amended as follows:

804.3 Construction Requirements. Add the following:

804.3.3 Topsoil for backfill shall be placed in two (2) layers and thoroughly compacted after each layer placed to insure the prevention of excess settlement of the backfill. The final elevation of the compacted backfill material shall be flush with the top of curb so as not to hold water.

804.3.4 Backfilling of excavation overdig shall follow form removal as soon as possible and in no case more than five (5) calendar days after concrete placement. For any property still requiring backfill after five (5) calendar days, the City may issue liquidated damages of one hundred dollars (\$100.00) per property per day.

804.4 Method of Measurement. Replace with the following:

804.4 Method of Measurement. Topsoil shall not be measured for payment.

804.5 Basis of Payment. Replace with the following:

804.5 Basis of Payment. All work associated with the placement of Topsoil shall be included in the contract unit price for the removal and replacement of the playground safety surface.

SECTION 805 – SEEDING

The Work shall comply with Section 805 of the Standard Specifications, amended as follows:

805.1 Description. Add the following:

Any disturbed lawn areas larger than twelve (12) inches wide shall be sodded as described herein.

805.3 Construction Requirements. Add the following:

805.3.4 Sodding. After disturbed areas have been backfilled according to Section 804 of these Technical Specifications, the Contractor shall install new sod (bluegrass, zoysia or other on present yard) to the disturbed areas in kind to match existing lawn. Sod shall be placed within fourteen (14) calendar days after the construction unless otherwise directed by the Director of Public Works.

805.3.4.1 The Contractor shall treat the raw ground with a quick-release fertilizer, 12-12-12 or equivalent, at the rate specified by the manufacturer. The Contractor shall thoroughly roll all newly placed sod after the initial watering to insure integration of the root system with the raw ground.

805.3.4.2 The Contractor shall be responsible for the watering of the sod at the time of installation and three (3) times weekly for four (4) weeks after placement, unless otherwise directed by the Director of Public Works.

805.5 Acceptance. Add the following:

805.5.2 If an insufficient stand of grass is growing upon inspection by the City, the Contractor will be required to overseed the area until sufficient grass is growing.

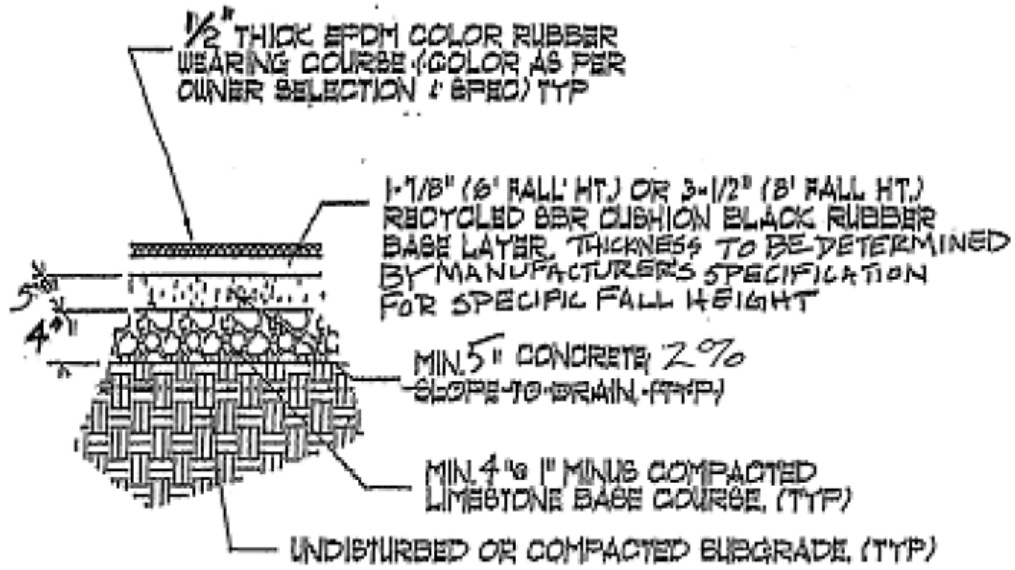
805.7 Method of Measurement. Replace with the following:

805.7 Method of Measurement. Neither seeding nor sodding shall be measured for payment.

805.8 Basis of Payment. Replace with the following:

805.8 Basis of Payment. All work associated with the placement of Seeding or Sodding shall be included in the contract unit price for removal and replacement of playground safety surface.

CONSTRUCTION DETAILS



FOUR-IN-PLACE SURFACING (CONC.)

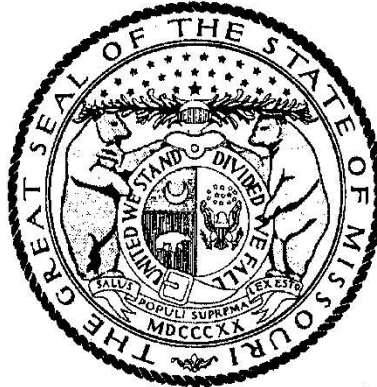
NO SCALE

PREVAILING WAGE DETERMINATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 100
ST. LOUIS COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.45
Boilermaker	\$39.32*
Bricklayer	\$60.54
Carpenter	\$58.58
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.43
Plasterer	
Communications Technician	\$59.45
Electrician (Inside Wireman)	\$71.06
Electrician Outside Lineman	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$91.46
Glazier	\$65.02
Ironworker	\$65.54
Laborer	\$51.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$49.84
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.26
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.45
Plumber	\$73.66
Pipe Fitter	
Roofer	\$54.64
Sheet Metal Worker	\$69.85
Sprinkler Fitter	\$76.83
Truck Driver	\$39.32*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
ST. LOUIS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.73
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.58
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.22
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.97
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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