

Contract Documents

And

Specifications

For

Engler Park Dressing Room Building



©IMAGE MAKER MARKETING

City of Farmington
110 West Columbia
Farmington, Missouri 63640



CITY OF FARMINGTON
Department of Parks & Recreation
407 Boyce
Farmington, Missouri 63640
573.756.0601

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CITY OF FARMINGTON
Department of Parks & Recreation
407 Boyce
Farmington, Missouri 63640
573.756.0601

ADVERTISEMENT FOR BIDS

Sealed bids for **Engler Park Dressing Room Building** will be received at City of Farmington, Parks Office, 407 Boyce Street, Farmington, MO 63640, telephone 573-366-7982, until 1:30 P.M. (Prevailing Local Time) on October 24, 2016, at the office of the Director of Facility Maintenance and at that time will be publicly opened and read.

The proposed work includes but is not limited to the construction of a **Dressing Room/Bathroom Building** at Engler Park as specified in the related documents and plan drawings.

Digital plans and specifications may be obtained free of cost by accessing the link on our City Web Page or from Bud Norman at bnorman@farmington-mo.gov or 573-366-7982. Hard-Copy plans and specifications may be obtained at a cost of \$35 from Bud Norman at the City of Farmington Parks Department Building, 407 Boyce Street, Farmington, MO 63640.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

All bids shall be submitted on paper using the Bid Form included with the Bid Document, in ink, and in a sealed envelope identifying the name of the Bidder, and the project number and name as follows:
Engler Park Dressing Room Building.

Payment will be made in cash in accordance with the provision of the terms of payment in the Contract. Proposals shall be submitted on the blank forms in the Contract Documents provided for that purpose by the first of the month. Pay Requests submitted to the City on a monthly basis for review shall be accompanied by all Lien waivers from all material suppliers; subcontractors etc., before any payment will be issued.

Bids will be received on a lump sum basis.

The bidder(s) to whom a contract is awarded will be required to furnish a performance bond and a payment bond (when the bid exceeds \$25,000.00 dollars) on the forms provided, acceptable to the City of Farmington, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 90 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids.



CITY OF FARMINGTON
Department of Parks Parks & Recreation
407 Boyce
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573.756.2215

INFORMATION FOR BIDDERS

Sealed bids will be received by the City of Farmington, Director of Facility Maintenance, Bud Norman, 407 Boyce, Farmington, Missouri 63640 until 1:30 p.m. local time on October 24, 2016, for the **Engler Park Dressing Room Building** in Farmington, Missouri and then publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to the City of Farmington. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed the Director of Facility Maintenance, Bud Norman.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, with ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The City of Farmington may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual Agreement between the City of Farmington and the Bidder.

Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents. Any bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request an interpretation from the Director of Facility Maintenance. Interpretations will be made only by Addendum, duly issued, and a copy of each addendum will be mailed or delivered to each party who has received a set of these Contract Documents. No Interpretation addendum will be issued within the last one (1) day before the bid date unless the bid date is changed accordingly to allow time for bidder's consideration. The bidder shall be solely responsible for any explanation or interpretation of the Contract Documents other than by duly issued addenda.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City of Farmington, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All applicable taxes, sales, use, compensating or other taxes, imposed by any taxing authority, on material, equipment or supplies to be incorporated in the Work, shall be included in the bid price. The Bidder shall include all such taxes except those on materials, if any, furnished by the City of Farmington, and he shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Missouri State Statutes 144.062 allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish a signed exemption certification to each contractor and/or subcontractor.

Tied bids will not be considered by the City of Farmington. A preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary bidder to be successful, the bid must be that same percentage lower than a domiciliary Missouri bidder's bid as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.

Preference shall be given to Missouri products.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the City of Farmington, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the City of Farmington may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the City of Farmington.

The City of Farmington, within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City of Farmington not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the City of Farmington.

The City of Farmington may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Farmington all such information and data for this purpose as the City of Farmington may request. The City of Farmington reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City of Farmington that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in these contract documents.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Director of Facility Maintenance a minimum of one (1) weeks prior to Bid opening date. Such information shall contain sufficient data so that the City of Farmington can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. Director of Facility Maintenance will notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

The City of Farmington reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids.

A conditional qualified Bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder for the project.

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

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plans and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.



CITY OF FARMINGTON
Department of Parks Parks & Recreation
407 Boyce
Farmington, Missouri 63640
573.756.2215

**CONTRACTOR'S
QUALIFICATIONS**

Name of firm and address with zip code

_____ Corporation Partnership
Date _____ Area Code & Telephone _____

CONSTRUCTION CAPABILITIES: General Electrical Plumbing
Mechanical Other

FOR CORPORATION ONLY

Date of Incorporation _____ Name of State(s) in which incorporated _____

If not incorporated in Missouri give
Certificate of authority to do business in
Missouri

Certificate Number

Date

President's Name

Vice-President's Name

Secretary's Name

Treasurer's Name

FOR PARTNERSHIP ONLY

Is the partnership: General Limited Association

Date of Organization _____

Name and address of all parties

1. _____

2. _____

GENERAL INFORMATION

Percent (%) of work done by

No. of permanent
of operation

Geographical limits Employees

No. of years in business

If you have done business under a different name, please
give name and location

Has firm ever failed to complete project or defaulted on a contract? If so, state where and why.

Has firm ever been engaged in litigation over any contract? If so, explain:

Attach list of completed projects within past four years, including cost of each:

Attach list of projects currently under construction, including cost of each:

Note: List a contact person with address and telephone number for each project.



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SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

- () sole individual () partnership () joint venture
 () corporation, incorporated under laws of the state of _____

Dated _____, 20__.

Name of individual, all partners,
 Or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

Doing business under the name of:

Address of principal place of
 business in Missouri

_____ (if using a fictitious name, show
 this name above in addition
 to legal names)

_____ (if a corporation show its name above)

ATTEST:

(Secretary)

(Title)

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RSMo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.



CITY OF FARMINGTON
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 573.756.0601

**ANTI-COLLUSION STATEMENT
 STATE OF MISSOURI**

CITY OF Farmington

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

 Title of Person Signing

of _____

 Name of Bidder

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

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

By _____

STATE OF MISSOURI)
) ss.
 COUNTY OF ST. FRANCOIS)

On this _____ day of 20____, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:



CITY OF FARMINGTON
Department of Parks & Recreation
407 Boyce
Farmington, Missouri 63640
573.756.0601

NON-COLLUSIVE AFFIDAVIT

STATE OF MISSOURI)
)
COUNTY OF ST. FRANCOIS)

_____ , being first duly Sworn,
 (Type name here)

deposes and says:

That he is _____
 (a Partner, Officer, or Owner)

of the firm of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Farmington or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature: _____
 _____ _____ _____
 (Type name here) (Title)

STATE OF MISSOURI)
) ss.
COUNTY OF ST. FRANCOIS)

On this _____ day of 20____, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's
Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____ and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date



CITY OF FARMINGTON
Department of Parks
407 Boyce
Farmington, Missouri 63640
573.756.2215

BID FORM

Project:

Location: Farmington, Missouri

Project Description: The proposed work includes the construction of a concrete sidewalk and dock anchor and related work such as grading, seeding, and erosion control.

Contractor Information

Contractor: _____

Address: _____

Phone: _____

Fax: _____

Total Construction Bid: \$ _____ in numbers

\$ _____ in words.

Contractor acknowledges receipt of Addenda No(s) _____

Signature: _____

Title: _____

Date: _____



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BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 __.

before me appeared _____, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the specification: that the correct legal name and address of the Bidder (including those of all partners of joint ventures) if fully and correctly set out above: that all statements made therein by or for the Bidder are true: and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
 (President or other agent)

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL)

 Notary Public

My Commission expires _____.



CITY OF FARMINGTON
 110 West Columbia
 Farmington, Missouri 63640
 573.756.1701

STANDARD FORM OF AGREEMENT BETWEEN
 CITY OF FARMINGTON AND CONTRACTOR

THIS AGREEMENT is made and entered into by and between the City of Farmington, Missouri, a municipal corporation, hereinafter referred to as the CITY, and _____ hereinafter referred to as the CONTRACTOR, based upon the bid submitted to the CITY on _____ and incorporated here by reference.

CONTRACT AMOUNT: (written) _____
 _____ (numbers) _____

1.00 DEFINITIONS

1.01 Project

The project is defined as the work to be performed, including but not limited to providing all labor and/or materials as set forth in the City's request for proposal, including all bid addenda recognized in the bid submittal. The project includes:

1.02 Specifications

The specifications followed in completion of the work related to this contract shall be consistent with the plans and specifications provided with the request for bids including any addenda or change orders approved by the City.

1.03 Working Days

Working days shall be defined as weekdays, which are not Federal Holidays.

2.00 GENERAL CONDITIONS

The Contractor agrees to provide all labor and/or materials as set forth in the Specifications and to complete the Project within the time specified by the contract documents.

3.00 PROGRESS PAYMENTS

Payments shall be made as follows:

3.01 The City shall make progress payments on the 1st and 15th of each month based on Applications for Payment made by the Contractor.

- 3.02 Each Application shall be based on a percentage of the work completed or if the contract is for a unit price the number of units completed on the date of the submittal.
- 3.03 The City shall pay the Contractor for the portion of the Project substantially completed in any given pay period less five percent (5%) retainage.
- 3.04 The portion of the project substantially completed shall be determined in the sole discretion of the City Administrator or his designee.
- 3.05 In the event the Contractor elects to submit a single request for payment upon completion of the work, the City will pay the full contract amount in a single lump sum payment within fifteen (15) days.

3.00 COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work within _____ () days after formal notification by the City. All work shall be completed within _____ () calendar days, or as extended by the City Administrator or his designee, and shall be included as an addendum to this agreement.

4.00 MITIGATED DAMAGES

In the event the Contractor has failed to complete the project within said period, it (he/they) shall pay the City a penalty sum of one-hundred dollars (\$100.00) per day until the project is completed.

6.00 INSURANCE

6.01 The Contractor shall be required to furnish Public Liability and Property Damage LIABILITY Insurance with coverage to name and protect the City and the Contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from work performed under this agreement, whether such claim be a result of actions by the Contractor or any sub-contractor performing work under this agreement. The insurance policy shall be not less than \$500,000 personal injury per occurrence and not less than \$500,000 aggregate property damage.

6.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

“The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued”.

6.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor’s failure to maintain insurance coverage.

7.0 WORKER'S COMPENSATION INSURANCE

7.01 The Contractor shall be required to provide proof of Worker's Compensation Insurance and maintain said insurance during the performance of the work prescribed in this agreement. The Contractor shall be further required to provide proof of Worker's Compensation Insurance for all sub-contractors performing work under this agreement.

7.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

"The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued".

7.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to maintain Worker's Compensation Insurance coverage.

8.00 BUILDER'S RISK INSURANCE

During the term of this contract, Contractor shall maintain in full force and effect, at its own expense, Builders' Risk Fire and Extended Coverage Insurance covering contractor's materials, fixtures and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, by reason of fire, wind, theft and vandalism in an amount equal to one hundred percent (100%) of the full contract price. The policy shall name both the Contractor and the City as insureds and the proceeds of the policy shall be payable to the Contractor and the City, as their interests appear.

A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

"The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued".

9.00 COMPLIANCE WITH PREVAILING WAGE

The Contractor shall pay wages not less than the prevailing wage for the type of work performed under this agreement as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The Contractor further agrees to comply with Prevailing Wage Laws as prescribed in Section 290.290 RSMo, and to ensure compliance with the aforementioned statutes by all sub-contractors performing work under this agreement. The Contractor will pay the City as and for liquidated damages, one-hundred dollars (\$100.00) per day, or portion of day, if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

10.00 PERFORMANCE/PAYMENT BONDS

The Contractor shall submit, upon execution of this agreement, a Performance Bond and Payment Bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the City of Farmington that will be required for the faithful performance of the contract. Exception is Contract values under \$25,000.00.

11.0 QUALITY OF WORK

In the event that the City determines that the Contractor's work is not to specifications, or the work cannot be reasonably completed by the Contractor during the period specified, the City may at its option provide the Contractor ten (10) days written notice to remedy said default. In the event that the Contractor has not rectified said default within said ten (10) days, the City may at its option terminate this agreement.

In the event of said termination, the City may at its option employ another contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to perform.

12.00 UNAUTHORIZED ALIEN AFFIDAVIT AND E-VERIFY

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached "Affidavit of Work Authorization - City of Farmington Missouri.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at: <http://www.dhs.gov>.

13.00 HEALTH AND SAFETY OF EMPLOYEES

In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor 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 of a similar program which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

14.00 GUARANTEE

The Contractor hereby expressly guarantees the work performed under this agreement as to workmanship and conformance to the specifications provided. Upon notification by the Owner, the Contractor shall make any and all necessary replacements at his own expense to the satisfaction of the City within ten (10) days, or within a time acceptable to the City. If the Contractor fails to proceed with such corrective action as specified by the

City, the City may at its option employ another contractor to take such corrective action, and to charge the cost thereof to the Contractor.

15.00 HAZARDOUS MATERIALS

The Contractor hereby expressly guarantees that no asbestos or lead paint containing materials will be used in completion of this project.

16.00 ACCEPTANCE AND FINAL PAYMENT

16.01 Final Inspection

When the work performed under this agreement has been fully completed in accordance with the specifications provided a final inspection shall be made by the City and any defects arising out of said inspections shall be remedied by the Contractor.

16.02 Retainage

Retainage shall be paid by the City upon submittal by the Contractor of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

16.03 Final Payment

Final payment and acceptance of such payment by the Contractor shall release the City from all claims of any liabilities of the Contractor under this agreement, except that the Contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspection.

The City shall make final payment upon the Contractor's submittal of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

17.00 RECOVERY OF DAMAGES

In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the city shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE _____ DAY OF _____, 201____.

CITY OF FARMINGTON:

CONTRACTOR:

Stuart 'Mit' Landrum
Mayor

(Name and Title)

Date

Date

- EXHIBITS: 1. Bid Form
2. Prevailing Wage Order _____



CITY OF FARMINGTON
 Department of Parks & Recreation
 407 Boyce
 Farmington, Missouri 63640
 573.756.2215

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 (Contractor)

_____ as principal, and _____
 (Bonding Co.)

as surety, are held and firmly bound unto the City of Farmington, St. Francois County, Missouri

_____, in the penal sum of _____

_____ DOLLARS (\$ _____)

lawful money of the United States, to be paid to the said Owner or to its certain agents, attorneys, assigns, for which sums of money, will and truly to be paid, we bind ourselves, or heirs, successors, assigns executors, and administrators, jointly and severally, firm by these presents.

SEALED with our seals and dated _____.

The condition of this obligation is such that

WHEREAS, the said bounded principal has entered into certain contract with the

City of Farmington, St. Francois County, Missouri, acting by and
 (Owner)

through the _____, said contract being
 (Agency)

marked: " ", a copy of said contract being hereto attached and made a part hereof and bearing date of

_____.

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly completed work in accordance with the provisions of said contract and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions in said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the owner, or its engineer, under the authority from said owner, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by his employees, agent, servant, bailee, or bailor, then this is to be voided; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By: _____
Signature

By: _____
Title

Surety

By: _____
Signature

By: _____

ATTEST (SEAL)

Address – Missouri Agent

City

Name and address of agent to whom all correspondences should be directed relating to the contract and bond.

Name (Print or type)

Street

City, State, Zip Code



CITY OF FARMINGTON
 Department of Parks & Recreation
 407 Boyce
 Farmington, Missouri 63640
 573.756.2215

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 (Contractor)

_____ as principal, and _____
 (Bonding Co.)

_____ as surety, are held and firmly bound unto the _____
 City of Farmington, St. Francois County, Missouri
 _____, in the penal sum of _____

_____ DOLLARS (\$ _____) lawful money of
 the United States, to be paid to the said Owner or to its certain agents, attorneys, assigns, for which
 sums of money, will and truly to be paid, we bind ourselves, or heirs, successors, assigns executors,
 and administrators, jointly and severally, firm by these presents.

SEALED with our seals and dated _____.

The condition of this obligation is such that

WHEREAS, the said bounded principal has entered into certain contract with the

 City of Farmington, St. Francois County, Missouri _____, acting by and
 (Owner)

through the _____, said contract being
 (Agency)

marked:

Sound and Lighting Install, Centene Center, Farmington, Missouri

a copy of said contract being hereto attached and made a part hereof and bearing date of
 _____.

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly completed work in accordance with the provisions of said contract and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions in said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the owner, or its engineer, under the authority from said owner, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by his employees, agent, servant, bailee, or bailor, then this is to be voided; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By: _____
Signature

By: _____
Title

Surety

By: _____
Signature

ATTEST (SEAL)

By: _____

Address – Missouri Agent

City

Name and address of agent to whom all correspondences should be directed relating to the contract and bond.

Name (Print or type)

Street

City, State, Zip Code



CITY OF FARMINGTON
Department of Parks & Recreation
407 Boyce
Farmington, Missouri 63640
573.756.2215

LIEN WAIVER

DATE _____

TO _____

Re:

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claimants", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

Contractor

RELEASE BY CLAIMANTS

DATE _____

STATE OF _____

COUNTY OF _____

WHEREAS, we the undersigned _____ has (have) been employed by _____ to furnish _____ for the construction project known as _____

NOW, THEREFORE, know ye, that I (we) the undersigned for and in consideration of the sum of (words) _____

(Numbers) \$_____ and other good and valuable considerations, the receipt whereof is hereby acknowledged do hereby waive and release any and all lien, and claim, or right to lien, on said construction project and premises under the statutes of the State of _____ relating to Mechanic's Liens, on account of labor, or materials, or both, furnished by the undersigned to or on account of the said _____ for said construction project and premises.

Given under our hands and seals this ____ day of _____, 20____.

Signature

WITNESS:

My Commission Expires: _____