



CITY OF FARMINGTON
Department of Public Works
12 South Franklin Street
Farmington, Missouri 63640
573.756.0608

EXCAVATION AND HAULING
ADDENDUM #2

Date: 3/24/17

CHANGES TO CONTRACT AND BID FORM

Remove the original Bid Form and Contract and replace them with the Bid Form and Contract attached.

The change in the contract is in sections 6.01, 6.02, 7.02, 8.00 and 9.00 regarding liability insurance, workers compensation insurance, prevailing wage and performance bond requirements.

The change in the bid form is to acknowledge this Addendum.

PROPOSAL FORM

CITY OF FARMINGTON, MISSOURI

PROPOSAL OF:

(Name of Company)

(Address)

The bidder hereby agrees to perform the work in accordance with the specifications, provide insurance as specified, and understands the quantities of work may be increased or decreased at the option of the City. Please place bid for all items.

	Regular Time	Overtime
Track Hoe, Bucket:	\$ _____	\$ _____ (per hour)
Track Hoe, Rock Breaker:	\$ _____	\$ _____ (per hour)
Highlift Bull Dozer:	\$ _____	\$ _____ (per hour)
Excavation Haul-off:	\$ _____	\$ _____ (per hour)
Rock Delivery:	\$ _____	\$ _____ (per Ton)

I hereby acknowledge Addendum #1 issued on 3/21/2017 and Addendum #2 issued on 3/24/17.

(Signature)

(Title)

(Date)

(Seal, if Bid is by a corporation)



**STANDARD FORM OF AGREEMENT BETWEEN CITY AND
CONTRACTOR FOR PUBLIC WORKS PROJECTS
2017 EXCAVATION AND HAULING**

THIS AGREEMENT 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.

1.00 DEFINITIONS

1.01 Project

The project shall be defined as excavation work to be performed, including but not limited to the labor, equipment and/or materials as requested by the City.

1.02 Specifications

The Specifications were included with the invitation to submit a proposal and are incorporated as a part of this agreement by reference as fully as if the documents defined as the Specifications were set forth herein verbatim.

1.03 Working Days and Hours

Working days shall be defined as weekdays, which are not Federal Holidays. Work shall only be performed under the supervision of a City representative. Hours will generally be 7:00 AM to 3:30 PM but may be adjusted as the City deems appropriate.

2.00 GENERAL CONDITIONS

The Contractor agrees to provide all labor, equipment and/or materials as defined above and to complete the work within the time period as required by the City. **A copy of the Contractor's bid is attached to this Contract.**

If the Contractor is unable to meet the time requirements of the City, the City may turn to subsequent bidders to complete the excavation work contract.

That in consideration of the Contractor's providing said labor, equipment and/or materials the City shall pay the Contractor per unit as defined in the attached bid submittal. In the event there is a discrepancy between this document and the bid submittal, this document shall govern.

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 portion of the project substantially completed shall be determined in the sole discretion of the City Administrator or his designee.

4.00 COMMENCEMENT AND COMPLETION OF WORK (OMITTED)

5.00 MITIGATED DAMAGES (OMITTED)

6.00 LIABILITY INSURANCE

- 6.01 The Contractor shall be required to furnish Public Liability and Property Damage 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 \$1,000,000 personal injury per occurrence and not less than \$3,000,000 aggregate property damage.
- 6.02 A certificate of insurance shall be submitted prior to the 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.

7.00 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. This requirement exists for all employees and owner-operators.

7.02 A certificate of insurance shall be submitted prior to the 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 COMPLIANCE WITH PREVAILING WAGE

The Contractor shall pay wages not less than the prevailing wage (and applicable benefits) 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.

All workmen on the project, including the company owner, must be paid in compliance with the Missouri Department of Labor and Industrial Relations, Division of Labor Standards.

9.00 PERFORMANCE BOND

If the estimated value for this work exceeds \$25,000, the Contractor shall submit, prior to execution of this agreement, a Performance Bond for the full amount of the estimated value of this contract for the work to be performed under this agreement. The estimated value will be calculated by multiplying the quantities to be used for bid evaluation times the "regular time" hourly rates bid.

10.00 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 two (2) days written notice to remedy said default. In the event that the Contractor has not rectified said default within said two (2) 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.

11.00 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.

12.00 ACCEPTANCE AND FINAL PAYMENT

12.01 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.

12.02 Retainage (OMITTED)

12.03 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 Contractor shall submit at least monthly throughout the construction sequence lien waivers and certified payroll certificates. Prior to the final payment, at the end of the construction season, the Contractor shall submit an affidavit of compliance with the prevailing wage laws.

13.00 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.

14.00 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 Public Works Projects" and return it to the Director of Public Works.

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/xprevprot/programs/gc_1185221678150.shtm

15.00 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.

16.00 Builder's Risk Insurance

Not applicable.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE _____ DAY OF _____, 2017.

CITY OF FARMINGTON:

CONTRACTOR:

Stuart "Mit" Landrum, Mayor

Signature

Date

Date

ATTEST:

APPROVED AS TO FORM:

Paula Cartee, City Clerk

Scott Reid, City Attorney