



CITY OF FARMINGTON  
110 West Columbia  
Farmington, Missouri 63640  
573.756.1701

STANDARD INSTRUCTIONS FOR BIDDERS  
FOR PUBLIC WORKS PROJECTS

1. Receiving Bids. A more detailed description of the project will be provided at the mandatory Pre-Bid meeting at the Public Works Office, 12 South Franklin Street, Farmington, Missouri, 63640 at **10:30 A.M., local time, Tuesday, February 9, 2021.** Bids will be received by the City Public Works Director, of the City of Farmington, Missouri, at the Public Works Office, 12 South Franklin Street, Farmington, Missouri, 63640 until **10:30 A.M., local time, on Tuesday, February 16, 2021,** and at that time will be publically opened and read.

Each BID must be submitted in a sealed envelope, addressed to the Public Works Director and must be plainly marked as **2021 Electric Pole Replacement Projects** and bear the bidders name and address on the outside of the sealed envelope. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Public Works Director, 12 South Franklin Street, Farmington, MO 63040.

All BIDS must be made on the BID FORM in the contract included in the bid package, with all blank spaces for BID prices filled in, in ink or typewritten, fully completed and executed when submitted. One (1) copy of the BID FORM is required. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids. Bids received by facsimile or e-mail will not be considered valid.

2. Right to Reject Bids. The CITY may consider invalid any bid not prepared and submitted in accordance with the provisions hereof, and may waive any irregularities, or reject any and all bids.
3. Withdrawing of Bids. Any bid may be withdrawn prior to the schedule time for the opening of bids or authorized postponement thereof. Each bidder by making his bid represents that he has read and understands the bid documents and that he has familiarized himself the local conditions and specifications under which the work is to be performed.

4. Interpretations and Addenda. No interpretation of any plans, specifications, or other condition will be made verbally to any bidder. Every such request for interpretation shall be made in writing via e-mail to [llacy@farmington-mo.gov](mailto:llacy@farmington-mo.gov), and shall be made not less than five business days prior to the scheduled bid opening. Any and all interpretations, or addenda to the specifications, will be made in writing to all plan holders via e-mail or personal delivery not less than two days prior to the scheduled bid opening.
5. Bid Bond. All bids for projects exceeding \$100,000 will be accompanied by a bid bond payable to the CITY, or a cashier's check issued by a solvent bank, for five percent (5%) of the total amount of the bid, including all bid alternates. Bid bonds will be returned to all unsuccessful bidders upon notification of award to the successful bidder. Bid bond will be returned to the successful bidder upon receipt of the executed contract and payment and performance bond.
6. Payment and Performance Bond. The successful bidder for all projects exceeding \$50,000 will be required to furnish a surety bond, or bonds, as security for faithful performance of the contract and for the payment of all firms or persons performing labor or furnishing materials for the work performed under the contract. The surety on such bond, or bonds, shall be a surety company satisfactory to the CITY.
7. Compliance with Prevailing Wage. Per HB 1729, Prevailing wage law provisions are not required for projects with a cost of less than \$75,000. If the bid for this work is \$75,000 or more, 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.
8. 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" and return it to the CITY.

9. 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.

The Contractor will forfeit a penalty to the CITY of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, or each calendar day, or portion thereof, such employee is employed without the required training.

10. Qualifications of Bidders. The CITY may make such investigations as deemed necessary to determine the ability of the any bidder to perform the work, and the bidder shall furnish the CITY with all such information for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that said bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
11. Worker's Compensation Insurance. 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. 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.

12. Public Liability and Property Damage Insurance. 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 \$1,000,000 aggregate property damage. In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under, 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.
13. Lien Waivers. The contractor will be required to provide a lien waiver from the contractor, all subcontractors, and all material providers performing work or providing materials under this contract prior to receiving the 5% payment retainage for this contract.
14. State and City Licenses. All contractors or sub-contractors performing work under this contract will be required to provide evidence of valid licenses as required by the State of Missouri and the CITY.
15. Method of Award. The CITY will award this contract based on the lowest bid and best qualified bidder. When selecting the lowest bid and best qualified bidder, the CITY may consider contract participation by local companies and the effect of the contract award on local employment.
16. Bids Exceeding Available Funds. The CITY may reject any and all bids if the lowest and best bid exceeds available funds for the project. The CITY may select the lowest and best bidder to negotiate a lower bid based on value-engineering or reduction of project scope.

**Project: 2021 Electric Pole Replacement Projects**

**Bid Form**

Section 1

Number	Description	Unit	Amount	Unit Price	Extended Cost
1	Back Yard Primary Pole Replacement	Ea	20		
2	Back Yard Secondary Pole Replacement	Ea	16		
3	Replace 4/0 Triplex Secondary	LF	815		
4	Rock Clause	LF	50		
				<i>Sub Total</i>	

Section 2

Number	Description	Unit	Amount	Unit Price	Extended Cost
5	Back Yard Secondary Pole Replacement	Ea	21		
6	Rock Clause	LF	50		
				<i>Sub Total</i>	



CITY OF FARMINGTON  
110 West Columbia  
Farmington, Missouri 63640  
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## SPECIFICATIONS FOR 2021 ELECTRIC POLE REPLACEMENT PROJECTS

1. Scope. These specifications require the furnishing of machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to provide electric facility construction work as directed by representatives of the City of Farmington. The City of Farmington will be providing the materials for this construction.
2. Bidder's Qualifications. Bids will be accepted only from well established and qualified contractors; trained and experienced in providing electric facility construction. No bid will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these bid specifications.

Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract without the use of subcontractors. In order to aid the City of Farmington in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to the City of Farmington, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

3. General Requirements.

A contractor crew shall consist of all necessary personnel and all necessary tools and equipment to safely and efficiently complete the work. The City of Farmington reserves the right to defer any Work to a future date.

Since Contractor(s) employees come in contact with the City of Farmington customers, they shall be completely dressed in suitable clothing which shall be clean at the beginning of each day. Identification badges or other forms of identification which displays the Company's name, person's picture, position, etc. is recommended but not mandatory and must be shown to the customer upon request.

All motor trucks and other vehicles provided by the Contractor to perform the Work shall bear the Contractor's number and shall be well marked and identified with company insignia or name designating the vehicles as property of the Contractor. All equipment

must be maintained in such a manner as to minimize downtime. The City of Farmington shall not render payment for any charges in connection with lost productivity due to equipment failure or dysfunction.

When convenient for the City of Farmington, the Contractor may be given permission to park vehicles and equipment on the City of Farmington property. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than the City of Farmington owned facilities and paying all associated costs. The City of Farmington shall not be responsible for any damage or loss of Contractor's equipment.

Contractor shall observe all generally recognized safety rules, regulations, and methods to prevent injury to all employees and other persons or damage to property of the City of Farmington or the public arising from its operations. The Contractor shall observe all laws and regulations applicable to its operations including without limitation OSHA requirements, Missouri Department of Transportation requirements, Workmen's Compensation, Social Security payments, tax withholding payments, Contractor's License, etc.

Contractor crew foreman shall have a cell phone for the City of Farmington to contact them as needed.

Contractor shall promote a drug and alcohol free working environment.

#### 4. Work.

Contractor shall perform all Work to the complete satisfaction of the City of Farmington and in accordance with the General Conditions and Technical Specifications for Public Improvements and all municipal, county, state and other local laws, ordinances, and regulations applicable to Work of this character and nature. All Work performed by the Contractor is subject to inspection and approval by the City of Farmington. Any Work not meeting the minimums as set forth in these Specifications, or generally accepted standards, or Work which has been falsely represented in any fashion by Contractor shall be redone by the Contractor at no (zero) cost to the City of Farmington. Failure by the City of Farmington to inspect Contractor's Work shall in no way operate to relieve Contractor from any obligations, liabilities, or responsibilities in connection with this Contract.

Contractor shall certify that complaints of any nature received from property owners or public authorities resulting from this Work will receive immediate attention and that all efforts will be made to effect a prompt adjustment. If any damage is done to the property of others by Contractor's workforce, Contractor shall repair and restore at its sole expense any such property and correct any damage inflicted thereto, all to the complete

satisfaction of the owner(s) of the injured property. All complaints, and any action taken by Contractor in connection with such complaints, shall be reported to the City of Farmington.

Contractor shall secure all permits and licenses necessary for the prosecution of the Work to be performed and pay all charges and fees required for such permits and licenses.

5. Billing Restrictions.

The City of Farmington shall not be charged for time spent on maintenance of equipment, including without limitation fueling of vehicles, oil or antifreeze changes, changing and/or sharpening of chipper blades, and other similar maintenance and repair work. The City of Farmington will not render payment for equipment that is incapable of fully performing its intended function.

The City of Farmington will not pay for meals and other incidental items for Contractor's employees.

6. Supervision of Work and Workmanship.

Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures.

**Contractor is an independent contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City of Farmington.**

Contractor shall employ only workers who are competent to perform the Work assigned to them and who are adequately trained and experienced in performing first-class Work of the character and magnitude required by this Contract and expected of reputable Contractor's performing work similar to the Work necessary under this Contract.

The City of Farmington will periodically review and evaluate crew performance based upon factors such as, but not limited to, quality of work, quantity of work, clearances obtained, safety awareness and public relations efforts.

7. Utility Marking

The contractor will need to comply with Missouri's One-Call law. Frequently, One-Call utility marking is performed for work being done by other contractors or City forces. The Contractor is also responsible for getting the utilities marked. The City will not be responsible for the cost of utility line hits.

## 8. Description of the Project

This project consists of two Sections:

Section One: (map to be provided at mandatory pre-bid meeting)

<b>Pole #:</b>	<b>Address:</b>	<b>Description:</b>
1	553-557 Dorothy	Replace 40' 3phase corner pole
2	555-557 Oak	Replace 40' 3phase pole
3	530-534 Oak	Replace 40' 3phase pole
4	526-530 Oak	Replace 40' 3phase pole
5	518-522 Oak	Replace 40' 3phase pole
6	510-514 Oak	Replace 40' 3phase pole
7	502-506 Oak	Replace 40' 3phase pole
8	1302-1306 Camillia	Replace 40' 1phase pole
9	1306-1402 Camillia	Replace 40' 1phase pole
10	1301-1305 Camillia	Replace 40' 1phase pole
11	1309 Camillia	Replace 40' 1phase pole
12	1405-1409 Camillia	Replace 40' 1phase pole
13	1505-1509 Camillia	Replace 40' 1phase pole
14	1513 Camillia	Replace 40' 1phase pole
15	1517 Camillia	Replace 40' 1phase pole
16	214-216 E. Hillside	Replace 40' 1phase pole
17	212-214 E. Hillside	Replace 40' 1phase pole
18	208-210 E. Hillside	Replace 40' 1phase pole

## Section 1 (continued)

<b>Pole #:</b>	<b>Address:</b>	<b>Description:</b>
19	206-208 E. Hillside	Replace 40' 1phase pole
20	204-206 E. Hillside	Replace 40' 1phase pole
21	325-329 Hickory	Replace 30' pole, pull new 4/0 triplex
22	317-319 Hickory	Replace 30' pole, add anchor & guy, pull new 4/0 triplex
23	309-313 Hickory	Replace 30 ' pole, add anchor & guy, pull new 4/0 triplex
24	301-305 Hickory	Replace 30' pole, pull new 4/0 triplex
25	314 Hickory	Replace 30' pole, add anchor & guy, pull new 4/0 triplex
	318-322 Hickory	Add anchor & guy for 4/0 triplex
26	322-326 Hickory	Replace 30' pole, pull new triplex
27	308 Oak	Replace 30' pole
28	214-222 Oak	Replace 30' pole
29	225 Trimfoot	Replace 30' pole
30	209-213 Pine	Replace 30' pole
31	229-235 Pine	Replace 30' pole
32	305 Pine	Replace 30' pole
33	904 N. Middle	Replace 30' pole
34	810-814 N. Middle	Replace 30' pole
35	812-816 Morris	Replace 30' pole

## Section 1 (continued)

<b>Pole #:</b>	<b>Address:</b>	<b>Description:</b>
36	820-824 Bell	Replace 30' pole

## Pole Replacement 2021 Section 2

<b>Pole #:</b>	<b>Address:</b>	<b>Description:</b>
1	912-916 Ste. Gen. Ave (yard)	Replace 30' Pole
2	912-916 Ste. Gen. Ave (corner)	Replace 30' pole
3	1-5 Airline Dr. (yard)	Replace 30' pole
4	2 Airline Dr. (right side)	Replace 30' pole
5	2-6 Airline Dr.	Replace 30' pole
6	22-26 Airline Dr.	Replace 30' pole
7	26 Airline Dr.	Replace 30' pole
8	402-406 Helber Dr.	Replace 30' pole
9	410-414 S. Fleming	Replace 30' pole
10	418-422 S. Fleming	Replace 30' pole
11	716 Ste. Gen. Ave	Replace 30' pole
12	602-610 Ste. Gen. Ave	Replace 30' pole
13	624-626 Warren St.	Replace 30' pole
14	630 Warren St.	Replace 30' pole
15	632 Warren St.	Replace 30' pole
16	640-712 Warren St.	Replace 30' pole
17	716-726 Warren St.	Replace 30' pole
18	715 Forester St.	Replace 30' pole

## Section 2 (continued)

<b>Pole #:</b>	<b>Address:</b>	<b>Description:</b>
19	709 Forester St.	Replace 30' pole
20	617-623 Forester St.	Replace 30' pole
21	613 Forester St. (back left)	Replace 30' pole



CITY OF FARMINGTON  
 110 West Columbia  
 Farmington, Missouri 63640  
 573.756.1701

AGREEMENT BETWEEN CITY OF FARMINGTON AND CONTRACTOR FOR  
 PUBLIC WORKS PROJECT(S)

THIS AGREEMENT is made and entered into by and between the CITY OF FARMINGTON, MISSOURI, a Third Class CITY, of the County of St. Francois, State of Missouri, Mailing Address: 110 West Columbia, Farmington, Missouri 63640, hereinafter referred to as the CITY, and \_\_\_\_\_, Mailing Address: \_\_\_\_\_, hereinafter referred to as the CONTRACTOR, based upon the bid for **2021 Electric Pole Replacement Projects** submitted to the CITY on **10:30 A.M., local time, on Tuesday, February 16, 2021**, and incorporated herein by reference.

1.00 DEFINITIONS

1.01 *Project.* The Project is defined as the work to be performed, including but not limited to providing all, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and Specifications as set forth in the CITY'S request for bids for the Project, and according to the proposal submitted by CONTRACTOR, dated \_\_\_\_\_, and attached hereto. The contract amount is \_\_\_\_\_ (\$\_\_\_\_\_).

1.02 *Specifications.* The Specifications followed in completion of the work related to this contract shall be consistent with the plans and Specifications included in the request for bids, and all issued interpretations and addenda, and attached hereto.

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 in Section 4.00. That in consideration of the CONTRACTOR'S providing said labor and materials the CITY shall pay the CONTRACTOR per unit, progress payments, or lump sum 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. The CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, management and supervision, temporary construction of any nature, and all other services and facilities necessary to

execute and complete the Project. Materials and equipment shall be so stored as to insure the preservation of their quality and use. Stored materials and equipment shall be located so as to facilitate prompt inspection. All materials used in completion of the Project shall be installed pursuant to acceptable industry standards, manufacturer's recommendations, and quality workmanship. All materials and equipment used in the completion of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards. The CITY shall be responsible for the cost of all material testing required pursuant to this contract.

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.
- 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 20 (20) days.

4.00 COMMENCEMENT AND COMPLETION OF WORK. The CONTRACTOR shall commence work within thirty (30) days after formal notice to proceed by the CITY. All work shall be completed within 60 calendar days, or as extended by the CITY and shall be included as an addendum to this agreement. If the CONTRACTOR is delayed at any time during the Project due to adverse weather conditions not reasonably anticipated, unanticipated utilities, hazardous materials, rock excavation, or other conditions, the contract term may be extended as mutually agreed.

5.00 LIQUIDATED DAMAGES. Not Applicable.

6.00 LIABILITY INSURANCE. 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 \$1,000,000 aggregate property damage. A certificate of insurance shall be submitted upon

execution of this agreement in the form provided by the insurance provider. 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. 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. 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 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.
- 9.00 PAYMENT AND PERFORMANCE BOND. The CONTRACTOR shall submit, upon execution of this agreement, a surety bond, or bonds, as security for faithful performance of the contract and for the payment of all firms or persons performing labor or furnishing materials for the work performed under the contract. The surety on such bond, or bonds, shall be a surety company satisfactory to the CITY.
- 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 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.

- 11.00 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" and return it to the CITY.
- 12.00 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. The CONTRACTOR will forfeit a penalty to the CITY of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, or each calendar day, or portion thereof, such employee is employed without the required training.
- 13.00 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.

14.00 HAZARDOUS MATERIALS. The CONTRACTOR hereby expressly guarantees that no asbestos or lead paint containing materials will be used in completion of this Project. The CONTRACTOR hereby expressly guarantees that all demolition material and construction debris will be disposed of in accordance with all Federal, State, or Local regulations.

15.00 ACCEPTANCE AND FINAL PAYMENT. 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. 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. 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.

16.00 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 \_\_\_\_\_, 20\_\_.

*CITY OF FARMINGTON:*

*CONTRACTOR:*

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- ATTACHMENTS:
1. Specifications
  2. Bid Proposal
  3. Prevailing Wage Order
  4. Payment and Performance Bond



(ACKNOWLEDGEMENT FOR CORPORATION)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a Corporation of the State of Missouri, and that said instrument was signed in behalf of said Corporation and acknowledged to me that he/she executed said instrument to be the free act and deed of said Corporation 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: