

CITY OF SEDALIA

PARKS & RECREATION DEPARTMENT

NOTICE TO CONTRACTORS

PROPOSAL, CONTRACT, BOND & BID SPECIFICATIONS

FOR

LIBERTY PARK SHELTER #3 ROOF REPLACEMENT

Copy # _____

Deadline: 10:00 a.m. on July 12, 2022

**Mail or deliver bid packets to:
Sedalia Parks & Recreation Department
1800 W. 3rd St.
Sedalia, MO 65301**

Outside of sealed envelope to be marked: "BID ON SHELTER ROOF REPLACEMENT"

Submitted by:

Do not remove pages from bid packet. Return entire bid packet when submitting bid.

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NOTICE TO BIDDERS:

The City of Sedalia Parks & Recreation Department will accept sealed bids for the “**LIBERTY PARK SHELTER #3 ROOF REPLACEMENT**” project until 10:00 a.m. on Tuesday, July 12, 2022 at the Parks & Recreation Office, 1800 W. 3rd St., Sedalia, MO 65301.

Bids will be publicly opened at the Parks Office at or shortly after 10:00 a.m. on Tuesday, July 12, 2022.

Information and bid forms may be obtained at the Parks & Recreation office or by calling (660) 826-4930. All bidders are required to submit their proposal on the printed forms contained in the Contract Documents. Proposals shall be submitted in a sealed envelope and marked “**BID ON SHELTER ROOF REPLACEMENT.**”

Bidders are informed that the project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. The City reserves the right to reject any or all bids and waive any irregularities in the bids. No bidder may withdraw his or her bid for a period of sixty (60) days after date of bid opening.

The City of Sedalia Parks & Recreation Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

-Sedalia Parks & Recreation

INSTRUCTIONS TO BIDDERS

1. PROJECT

It is absolutely imperative that the Contractor completely understands the scope of the project. No allowances will be made for failure to recognize the hidden conditions that may impact the completion, cost, or redesign of the proposal.

2. PROPOSALS

Sealed bids for “**LIBERTY PARK SHELTER #3 ROOF REPLACEMENT**” will be received at the City of Sedalia Parks & Recreation Office, Sedalia, Missouri, until 10:00 A.M., Tuesday, July 12, 2022, and will be publicly opened and read aloud at the City of Sedalia Parks & Recreation Office shortly thereafter. These bids are to be submitted in a sealed envelope marked on the outside “**BID ON SHELTER ROOF REPLACEMENT.**”

3. DESCRIPTION OF WORK

Removal of asphalt shingles and replace with metal roofing on Shelter #3 at Liberty Park approximately 2080 sq. ft. also will need a sq. ft. price for osb replacement for damaged areas.

4. PLANS AND SPECIFICATION

Contract documents are on file at the City of Sedalia Parks & Recreation Office, 1800 W. 3rd Street, Sedalia, Missouri. **Each bidder is encouraged to read the entire bid package.**

5. REJECTION OF BIDS

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

6. QUALIFICATION OF BIDDERS

Before the City of Sedalia Parks & Recreation Department enters into a contract based on any bid presented, the bidder must satisfy the Director of Parks of Recreation as to his/her competence to construct such work.

7. COMPLIANCE WITH THE CONSTRUCTION SAFETY TRAINING ACT

The Contractor shall perform all necessary duties to ensure compliance with Section 292.675 RSMo, known as the Construction Safety Training Act, including the Occupational Safety and Health Administration (OSHA) 10-hour training required for all on-site employees of the Contractor and any of his subcontractors.

8. CITY OF SEDALIA CONTRACTORS LICENSE

The successful bidder will be required to obtain a City of Sedalia Contractors License from the City of Sedalia finance office.

9. PAYMENT

The City of Sedalia Parks and Recreation Department will pay the Contractor after satisfactory completion of the work. Payment will not be made for materials on the work site. The City of Sedalia Parks and Recreation Department reserves the right to add or delete to the amount of work necessary and depending on the bid prices and budget availability.

10. BOUND COPY OF CONTRACT DOCUMENTS

None of the instructions to bidders, bonds, proposal, contract or specifications shall be detached from the bid packet before filing the bid with the City of Sedalia Parks & Recreation Department.

11. TIME OF COMPLETION

The bid will be awarded on July 15. The repairs must be completed by October 1, 2022.

12. SALES TAX EXEMPTION

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

The City of Sedalia Parks & Recreation Department will furnish to the Contractor an exemption certificate authorizing such purchases for the construction, repair or remodeling project after the bid has been awarded. The Contractor shall furnish the exemption certificate to all subcontractors and any contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf to the City, all tangible personal property and materials to be incorporated into or consumed in the construction of that project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing contractor invoices bearing the name of the exempt entity and the project identification number. The

project exemption certificate does not allow the purchase of any construction machinery, equipment or tools used in construction, repairing or remodeling facilities for the City. All invoices for all personal property and materials purchased under a project exemption certificate shall be retained by the purchasing contractor for a period of five years and shall be subject to audit by the director of revenue.

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

GENERAL NOTES

1. The intent of the Bid Documents is to include all items necessary for the proper execution and completion of the work. The Bid Documents are complementary, and what is required by one shall be binding as if required by all. Work not covered in the Bid Documents will not be required unless consistent therewith and is reasonable inferred there from as being necessary to produce the intended results.
2. Should a Bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, they shall advise Sedalia Parks & Recreation Department, who will then evaluate the issue and subsequently issue the necessary clarifications to all prospective bidders by means of an addenda.
3. Each Contractor shall carefully coordinate his work with the work of other trades to ensure the efficient progress of the overall project. Time is of the essence in the execution of work; therefore, sufficient men, material and equipment must be provided by the Contractor to meet the job schedule.

SPECIFICATIONS

1. Remove existing asphalt roof down to deck.
2. Replace rotten or bad deck at a sq. ft. price.
3. Install bubble foil insulation underlayment.
4. Install 29 gauge metal panels to match existing restroom color.
5. Install new drip edges and wrap 200 LF of fascia to match roof.
6. Clean up all related debris

DOCUMENTS TO BE SUBMITTED FOR BID

PAGE

10. PROPOSAL

11. ANTI-COLLUSION STATEMENT

PROPOSAL

To the City of Sedalia, Missouri Parks & Recreation Department:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment, and supervision and to do all other work necessary for the **LIBERTY PARK SHELTER #3 ROOF REPLACEMENT**, as noted in these contract documents for the following price(s):

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

TOTAL AMOUNT OF BID: \$ _____

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

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

BID SUBMITTED BY:

BUSINESS NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

ANTI-COLLUSION STATEMENT

**STATE OF MISSOURI
CITY OF SEDALIA**

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

_____ Title of Person Signing

of _____

_____ Name of Bidder

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

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

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

DOCUMENTS TO BE EXECUTED AND SUBMITTED
AFTER AWARD OF CONTRACT

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- 13. PROJECT EXEMPTION CERTIFICATE
- 14. MAINTENANCE GUARANTEE
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PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

NAME OF EXEMPT ENTITY: CITY OF SEDALIA, MISSOURI (PARKS & RECREATION DEPARTMENT)

ADDRESS: 200 S. OSAGE AVE

CITY: SEDALIA STATE: MISSOURI ZIP: 65301

TAX IDENTIFICATION NUMBER: 12493333

PROJECT IDENTIFICATION NUMBER: 2022-6

PROJECT LOCATION AND A BRIEF DESCRIPTION:

Plaster areas needing repair on the Liberty Park bridge.

CONTRACT DATE: _____ day of _____, 20_____

ESTIMATED PROJECT COMPLETION DATE: _____

CERTIFICATE EXPIRATION DATE: _____

Contractors are required to provide a copy of the project exemption certificate with the exempt entity's exemption letter.

This project exemption certificate does not allow contractors to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

Suppliers accepting this project exemption certificate are required to render to the contractor invoices bearing the name of the exempt entity and the project identification number.

An exempt entity that fails to revise the expiration date on this certificate as necessary to complete any work required by the contract will be liable for any sales tax determined due as a result of an audit of the Contractor.

SIGNATURE OF AUTHORIZED AGENT: _____
Amy Epple, Director of Parks & Recreation

SEAL

ATTEST: _____
City Clerk

MAINTENANCE GUARANTEE

THE STATE OF MISSOURI
COUNTY OF PETTIS

THIS CONTRACT, made and entered into this _____ day of _____, 20__ by and between _____, party of the first part, hereinafter called the **Contractor** and the City of Sedalia, Missouri Parks & Recreation Department, party of the second part, hereinafter called the **City**.

WHEREAS, the above **Contractor** has entered into a contract for the **LIBERTY PARK SHELTER #3 ROOF REPLACEMENT** project, as described in the Contract Documents, Specifications and Plans:

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

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this _____ day of _____, 20_____.

_____ (Contractor)

By: _____

City of Sedalia, Missouri

By: _____

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 20__ by and between the CITY OF SEDALIA, MISSOURI., Party of the first part, termed in this agreement and the Contract Documents as the “CITY”, and

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

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on this, the _____ day of _____, 20__ file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

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

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

ATTEST:

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

City Clerk

BY: _____
Amy Epple
Director of Parks & Recreation

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR: _____

CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____ before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

As used in the Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

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

_____, of the _____,
(Position) (Name of the Company)

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

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____.

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

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

LIBERTY PARK SHELTER #3 ROOF REPLACEMENT

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

(Signature)

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

My Commission expires: _____

Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

GENERAL CONDITIONS

C-1 CONTRACT DOCUMENTS

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

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

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

C-2 BOND

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

C-3 LICENSES

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

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

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

C-5 BARRICADES

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

C-6 INSURANCE

A. GENERAL

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

6. For subcontracted work, the Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance which will protect the subcontractor against all applicable hazards or risks of loss designated herein.
4. Copies of the policies or certificates of insurance evidencing coverage on the forms or for the limits required shall be filed with the other contract documents. Such policies or certificates shall state that **thirty (30)** days written notice will be given to the City prior to any material change or cancellation of insurance coverage.
5. Any insured loss under the policies or property insurance is to be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage and of paragraph A.10 hereof.
6. The City and Contractor waive all rights against each other for damages arising out of an insured loss under policies of property insurance. Contractor shall require similar waivers by subcontractors.
7. The City as trustee will have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the City's exercise of this power, and if such objection be made, arbitrators shall be chosen. The City as trustee will, in that case, make settlement with the insurers in accordance with the directions of such arbitrators.

B. Forms of Coverage and Limits of Coverage Required:

1. Workers Compensation and Employer's Liability Insurance:

- a. This insurance shall protect Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in the work. It shall protect contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fall within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.
- b. Limits of coverage shall not be less than the following:
 - (1) Workmen's Compensation – Statutory
 - (2) Employer's Liability - \$500,000 each person

2. Comprehensive Automobile Insurance:

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

b. Liability limits shall be not less than the following:
B.I. and P.D. - \$1,000,000 CSL

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

3. Comprehensive General Liability Insurance:

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

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

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

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

General aggregate limit (other than products - completed operations) - **\$2,000,000**

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

Each occurrence limit - \$1,000,000

Fire damage limit - \$50,000

Medical expense limit - \$5,000

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

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

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

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

4. Owner's Protective Liability Insurance:

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

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

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

A. Changes in the work:

1. The Contract may only be adjusted by a Change Order. The Contract unit prices for completed quantities of unit price items constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or under taken by Contractor in accomplishing the work shall be at his expense.
2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the Contract Unit Price.
3. Adjustments to the Contract for extra work or changes ordered by the City shall be determined by one or more of the following methods as agreed upon prior to starting the additional or changed work.
 - a. By unit prices as listed in bid proposal.
 - b. By a lump sum price, if not covered by unit prices in proposal.
 - c. By Contractor's cost plus a fixed fee, if not covered by unit prices in proposal.
 - d. By Contractor's cost plus a percentage, if not covered by unit prices in proposal.
4. The "Contractor's Cost" is hereby defined for purposes of this Article to be and shall include the amounts required to pay Subcontractors plus the costs of his own work as follows:
 - a. Labor Costs:
 1. The payroll cost for all workmen such as foremen, mechanics, craftsmen and laborers.
 2. All incidental labor expenses incurred as a direct result of the performance of the work including payroll taxes, workmen's compensation, pension, and retirement allowances, and social insurance, or other regular payroll charges on same.

- b. Material and Equipment Costs:
 - 1. The cost of all materials and equipment required, delivered to the construction site, which are not furnished by the City or others.
 - 2. Sales and use taxes applicable to such materials and equipment.
 - c. Supplemental Costs:
 - 1. Rental for all power-driven equipment at agreed upon rates shall be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.
 - 2. Transportation charges necessarily incurred in connection with such equipment which is not already on site.
 - 3. Cost of power, fuel, lubricants and water required for such equipment (may be included in agreed upon rate).
 - 4. Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or change work.
 - d. The above definitions and requirements apply equally to work done by Subcontractors, suppliers, and manufacturers under methods 3.c or 3.d.
 - e. The percentage which shall be added to the several items of Contractor's cost under method 3.d are as follows:
 - 1. Amounts paid to Subcontractors – Five percent
 - 2. Labor Costs – Ten percent
 - 3. Material and Equipment Costs – Ten percent
 - 4. Supplemental Costs – None
 - f. Under method 3.c or 3.d, compensation or adjustment to Subcontractors, suppliers and manufacturers for work done by them shall be determined in accordance with any of the three methods set forth in Article B.3 as agreed.
 - g. The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of costs not included in the "Contractor's Cost" as herein defined.
 - h. Contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of the Subcontractors, on changed or extra work done under methods 3.c or 3.d.
5. Change work shall be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time of omission is authorized, and the agreed adjustment will be deducted from subsequent Engineer's Pay Estimates.
 6. Statements for additional or changed work shall be rendered by Contractor no later than 10 days after completion of each assignment of additional or changed work provided for in a Change Order, and if found correct will be accepted by Engineer and submitted for payment with the next Engineer's Pay Estimate.
 7. The City reserves the right to obtain any or all extra work from persons or firms other than the Contractor.

8. Contractor shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
9. If Contractor claims compensation for additional work not ordered as aforesaid or for damages sustained, he shall make a written statement of claims for compensation or damages to the City.
10. Statement shall be in the hands of the City within such time as will allow a full consideration of the basis for the claim, and in no case later than ten days after the work has been completed or damages sustained. All claims for adjustments to the Contract Price shall be determined by Engineer if the City and Contractor otherwise agree on the amount involved. Any change to the Contract Price arising from any claim shall be incorporated in a Change Order.

B. Changes to the Contract Time:

1. The Contract Time may only be adjusted by a Change Order. To complete the work within the allowed Contract Time, the City has taken into consideration and made allowances for all the ordinary delays and hindrances incident to such work.
2. Adjustments to the Contract Time may be made for delays in completion of the work from causes beyond Contractor's control, including the following:
 - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
 - b. Unusual delay in fabrication or shipment of orders.
 - c. Abandonment of the work by the men engaged thereon through no fault of the Contractor.
 - d. Delays caused by court proceedings.
 - e. Change orders.
 - f. Neglect, delay or default of any other contractor employed by the City.
 - g. Abnormal weather conditions, other than normal seasonal changes.
 - h. Conflicts, errors of discrepancies in the Contract Documents reported to the Engineer as provided in these General Conditions.
3. Contractor shall have no claims for damages for any such causes of delay, but he shall in all cases be entitled to such extension of the Contract Time as they City shall award in writing on account of such cases of delay, provided that adequate evidence is presented to enable the Engineer to determine with exactness the extent and duration of delay for each item involved.
4. No extension to the Contract Time will be granted for delays involving only portions of work, or which do not directly affect the time required for completion of the entire work.
5. Any claim for extension to the Contract Tim shall be in writing delivered to the Sedalia Parks & Recreation Department within 10 days of the occurrence of the event giving rise to the claim. Any change to the Contract Time resulting from any such claim shall be incorporated in a Change Order.

C-8 ACCEPTANCE OF THE WORK

A. Warranty and Guarantee:

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

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

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

C. Defective Work:

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

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

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

4. Prompt notice will be given by the Director of Parks & Recreation to the Contractor of all defects as they become evident.

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

E. Removal and Replacement of Rejected Defective Work:

1. All rejected defective work, whether or not completed, shall be removed from the site and replaced with acceptable work.
2. If the Contractor does not remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Director of Parks & Recreation, the City may, as provided in these General Conditions:
 - a. Withhold payment
 - b. Stop the work
 - c. Remove and replace the rejected work. All direct and indirect costs of such removal replacement, including compensation for additional professional services, shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected materials shall be removed from the site by the Contractor if so directed by the City within ten days of written notice. Materials not removed within such time may be sold by the City and the net proceeds there from deducted from the expense of removal and replacement chargeable to the Contractor. An appropriate deductive Change Order will be issued to cover all costs incurred by the City in connection with the removal and replacement of defective work.

F. Correction of Repair of Defective Work:

1. If required by the Director of Parks & Recreation, the Contractor shall promptly correct or repair any defective work, whether or not completed.
2. If the Contractor does not correct or repair such defective work within a reasonable time, all as specified in a written notice from the Director of Parks & Recreation, it may be rejected as specified in the preceding paragraph or the City may have the deficiency corrected by others. All direct and indirect costs of such correction or repair, including compensation for additional professional services shall be paid by the Contractor. The Contractor shall also bear the expenses of making good all work of others destroyed or damaged by correction or repair of his defective work.

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

H. Correction of Defective Work During the Guarantee Period:

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

2. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
3. The Contractor shall also bear the expenses of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.
4. The City will give notice of observed defects with reasonable promptness.
5. Under emergency conditions, the City may remedy defective work without waiting for action by the Contractor. The City will notify the Contractor immediately of the circumstances and actions taken and the Contractor shall pay all reasonable substantial costs of such actions.

C-9 ACCEPTANCE AND FINAL PAYMENT

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

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

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

C-10 RELEASE OF LIABILITY

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

C-11 RIGHT TO TERMINATE CONTRACT

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

Pending arbitration or settlement of dispute on any point of controversy the Director of Parks & Recreation may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extensions of time although such extension of time may be granted by the Director of Parks & Recreation if he deems it in the interest of the work.