

SPECIFICATIONS

**TILLES PARK
PARKING LOT CONSTRUCTION**

PROJECT NUMBER: P07W03

IFB NUMBER: 2006-11-14

ADMINISTERED BY:

ST. LOUIS COUNTY DEPARTMENT OF PARKS & RECREATION

LINDSEY SWANICK
DIRECTOR

FUNDED BY:

ST. LOUIS COUNTY

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IFB #2006-11-14

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TILLES PARK
PARKING LOT CONSTRUCTION
PROJECT NO. P07W03

All work shall be in accordance with Technical Drawings and these Specifications.

Generally, the project can be described as follows:

Base Bid: Will be the Construction of a 42 space parking lot and associated drainage structures. The drive lanes of the parking lot are to be constructed of asphalt and are approximately 650 lineal feet long and 17.5 feet wide. Twenty (20) of the parking spaces will be constructed of asphalt with the remaining spaces be constructed using a grass pavers (See Technical Specification Section for grass pavers specifications).

Installation of approximately 200 feet of 18-inch reinforced concrete pipe and all associated storm water structures.

All fill material placed will be compacted to 90 % of a modified Proctor test. The Contractor will be responsible for repair of all settlement for a period of one year after the completion of the project.

The Contractor will be required to provide all Compaction testing as part of this contract. The Geo-Technical Consultant will be approved by St. Louis County Department of Parks prior to the start of the work.

The pipe crossing of the Park road will be done so as to allow one lane of traffic open at all times during the installation of the storm sewer improvements.

The Contractor will be responsible for the location of all public and private utilities prior to start of the project.

If in the event settlement of the pavement or ground surface does occur the Contractor will be notified in writing and will be required to repair all settlement to the Parks Department satisfaction with in 30-days of the written notification.

All Areas disturbed will be seed using the attached St. Louis County Department of Parks seeding specifications. The Contractor will be required to seed all disturbed areas after March 1.

All Parking Stops will be provided by the Contractor as part of the base bid. All Parking Stops will be made of recycled plastic material.

All improvements will be per Metropolitan St. Louis Sewer District, St. Louis County Department of Highways & Traffic and St. Louis County Department of Public regulations.

The Contractor will be responsible for all site lay out.

The Contractor will be required to provide and install all signage and stripping as called out in the improvement plans.

The Contractor will be responsible for the St. Louis County Department of Highways and Traffic Land Disturbance Permit (estimated fee of \$208.00). The Contractor will be responsible to confirm all permitting cost prior to submitting bids.

Alternate Bid -1: The Contractor will install an additional 12, 000 square feet of grass pavers in the interior of the proposed parking lot.

Alternate Bid -2: Connect three existing 6-inch PVC drains from the western edge of the existing playground into the area inlet located at the center of the proposed parking lot.

Alternate Bid -3: Vent the sink hole to the north of the proposed new parking lot and connect the 18-inch pipe into the vented sink hole. The Contractor will assume that the sinkhole excavation will not exceed 20 feet.

Prior to the installation of the area inlet structure over the sink hole the Contractor will excavate the sink hole exposing all crevices.

The sink hole will be treated as called out in the Technical specifications Section of this document.

The Contractor will provide all fill material necessary for the grading of the sink hole to elevation called out in the attached plans.

The Contractor will be responsible for all permits including but not limited to Metropolitan St. Louis Sewer District, St. Louis County Department of Public Works Permit (estimated plumbing fee of 263.00, estimated major land disturbance inspection fee of 268.00), St. Louis County Department of Highways and Traffic Land Disturbance Permit (estimated fee of \$208.00).

General contractor's work related to work by Owner's own forces:

General Contractor shall cooperate with the Owner's Representative as pertains to access to the work, and communication of progress and schedule.

Cooperate with Owner as Owner performs work simultaneously using its own forces or using separate contractors. Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. Contractor's staging area and material storage will be as directed by the Owner. Schedule deliveries to minimize requirements for storage of materials. Owner may change the use of premises by Contractor at any time.

Contractor Use of Premises: Contractor shall have the use of the site as Indicated on the drawings and as directed by the Owner during construction.

END OF PROJECT DESCRIPTION

INVITATION TO BID
IFB # 2006-11-14

St. Louis County is soliciting sealed bids for work as defined below.

TILLES PARK PARKING LOT CONSTRUCTION

ST. LOUIS COUNTY DEPARTMENT OF PARKS & RECREATION

Sealed bids will be received at the office of the Director of Procurement for the County of St. Louis, County Government Center, Lawrence K. Roos Administration Building, 41 S. Central Avenue, 8th Floor, Clayton, Mo. 63105, until 2:00 p.m. prevailing Central time, January 12 , 2007, and immediately thereafter, they will be publicly opened and read aloud by the County Clerk or his designee in the 8th Floor Conference Room.

Drawings and specifications, together with Contract Documents and Printed Forms on which bids must be submitted, and other information relating to the project, **MUST** be obtained from the Director of Procurement Office, as listed above, and will be available after December 19, 2006 . One (1) copy may be obtained at no cost. Additional copies may be obtained at \$25.00 per set, non-refundable. Payments must be made by check or money order, payable to 'COUNTY TREASURER.'

A Mandatory Pre-Bid Meeting will be held on December 28, 2006 prevailing Central time, on site at Tilles Park (see location map). All potential bidders **MUST** attend the Mandatory Pre-Bid Meeting. Only potential bidders attending the Mandatory Pre-Bid Meeting may submit a bid to the County.

Scope of Work: Construction of a 42 space parking lot and all associated storm sewer and grading improvements.

Bid package prepared by Eric K. Braun P.E., St. Louis County Department of Parks and Recreation, 41 South Central Avenue, Clayton, Mo. 63105 (314-615-7543) and 314-713-7266.

Attention of Bidders is particularly called to requirements as to conditions of employment to be observed under the Contract. Successful Bidder shall be required to comply in all respects with applicable statutory provisions concerning payment of prevailing wages on public works, Sections 290.210 through 290.340 R.S. Mo. 1959, as currently amended, and shall pay to all workmen performing under work contract not less than prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri.

St. Louis County, the Owner, reserves the right to waive informalities in bids, and to reject any and all bids submitted. Each bid must be accompanied by a bond duly executed by Bidder as principal, and having a surety company approved by Owner, in the amount of 5% of the base bid, or by a cashiers check or irrevocable letter of credit payable to "COUNTY TREASURER" in like amount.

Director of Procurement And Administrative
Services St. Louis County, Missouri

DEFINITION OF TERMS

Whenever the Contract, or in any Bid or contract document, the following terms are used, intents and meanings shall be interpreted as follows:

ARCHITECT/ENGINEER/LANDSCAPE ARCHITECT: The term "Architect" or "Engineer" or "Landscape Architect" shall refer to an employee of the County or an Architect/Engineer/Landscape Architect retained by the County designated by the Director of St. Louis County Department of Parks and Recreation, as their representative.

BID: The written offer of the Bidder, when submitted on approved Bid Form, to perform the contemplated work and furnish necessary materials, labor and equipment in accordance with provisions of plans and specifications.

BID FORM: The approved form on which Bid is to be prepared and submitted for construction to be done.

BID GUARANTY: The security to be furnished by Bidder as guarantee of good faith that he will enter into a Contract with County and to execute required bonds covering the work contemplated, if same is awarded to him.

BIDDER: Any individual, partnership, firm, corporation, or joint venture, acting directly or through a duly authorized representative, submitting a Bid for the work contemplated.

CALENDAR DAYS: Calendar days shall be every consecutive day through any part of the calendar year, including weekends and holidays. A time lapse specified in terms of calendar days shall be construed to mean consecutive days.

CONSULTANT: Individual or firm retained by the Director to provide design and/or construction services.

CONTRACT: The written agreement covering performance of the Work.

CONTRACTOR: The individual, partnership, firm, corporation, or joint venture executing a Contract, acting directly or through his/her lawful agents or employees, who is primarily liable for acceptable performance of the Work for which he has contracted, and also for payment of all legal debts pertaining to the Work.

COUNTY: St. Louis County, Missouri.

DIRECTOR: Director of St. Louis County Department of Parks and Recreation.

EQUIPMENT: All machinery, together with necessary supplies for upkeep and maintenance and also tools and apparatus necessary for proper construction and acceptable completion of the Work.

INSPECTOR: An authorized representative of the Architect/Engineer/Landscape Architect assigned to make all necessary inspections of the Work performed, or of materials furnished or being furnished by Contractor.

INTENTION OF TERMS: Whenever, in the Contract or contract documents, the words "directed," "required," "permitted," "ordered," "designated," "prescribed" or words of like import, are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Architect/Engineer/Landscape Architect is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Architect/Engineer/Landscape Architect, subject in each case to final determination of the County. Any reference to a paragraph or sub-paragraph within a section shall include the general provision of the section or sections and paragraph pertinent thereto.

NOTICE OF AWARD: A written notice to successful Bidder, stating that his/her Bid has been accepted, and that, in accordance with terms of notice to contractors and specifications, he is required to execute the Contract and furnish satisfactory contract bond.

NOTICE TO PROCEED: A written notice from St. Louis County to Contractor of the date on which he is to begin prosecution of the Work for which he has contracted.

OWNER: St. Louis County Missouri, acting directly through its Director of Procurement and Director of Parks and Recreation.

OWNER'S REPRESENTATIVE: St. Louis County Director of Procurement and Director of Parks and Recreation, or their designee.

PAYMENT BOND: The approved form of security furnished by Contractor and his/her surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in construction of Work, as provided by law.

PERFORMANCE BOND: The approved form of security furnished by Contractor and his/her surety as a guarantee of good faith and ability on the part of Contractor to execute the Work in accordance with terms of the plans, specifications, and Contract.

PLANS: The official plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by Architect/Engineer/Landscape Architect, which show the location, character, dimensions, and details of the Work to be done, and which are to be considered a part of the Contract, supplementary to the specifications.

PROJECT: A project for accomplishment of the Work to be done.

PROCUREMENT AGENT: The Director of Procurement for St. Louis County, Missouri.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, pertaining to the method and manner of performing the Work, or to quantities or qualities of materials to be furnished under the Contract.

SUBCONTRACTOR: An individual, partnership, joint venture, or corporation that has contracted with Contractor for performance of any part of the Work or services which such Contractor has himself/herself contracted to perform.

SUPERINTENDENT: The executive representative for Contractor present on the Work at all times during the progress, authorized to receive and fulfill instructions from Architect/Engineer/Landscape Architect and capable of superintending the Work efficiently.

SURETY: A surety company authorized to do business in the State of Missouri, bound with and for Contractor for acceptable performance of the Contract, and also for payment of all claims recoverable under the Contract bond.

THE WORK: All work, including furnishing of materials, tools, equipment, incidentals, etc., to be performed by Contractor under terms of the Contract, plans and specifications.

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF BIDDING DOCUMENTS

- 1.1 Bidding Documents must be obtained from:
St. Louis County Director of Procurement
St. Louis County Government Center
Lawrence K. Roos Administration Building, 8th Floor
41 South Central Avenue, Clayton, Missouri 63105

2. RECEIPT AND OPENING OF BIDS

- 2.1 County invites bids on the appropriate form attached hereto, all blanks of which must be filled. Bids will be received in office of County Procurement Agent no later than time and date indicated in "Invitation to Bid," at which time they will be publicly opened and read aloud. Any Bid received after above-stated closing time will not be accepted and will be returned unopened.

- 2.2 Each bid must be submitted in a sealed opaque envelope, addressed to:

St. Louis County Director of Procurement
St. Louis County Government Center
Lawrence K. Roos Administration Building, 8th Floor
41 South Central Avenue, Clayton, Missouri 63105

Bid envelope shall be marked in upper left-hand corner with the name of firm submitting Bid, and in lower left-hand corner envelope shall be marked "SEALED BID FOR ST. LOUIS COUNTY":

**TILLES PARK
PARKING LOT CONSTRUCTION
Project No. P07W03
IFB # 2006-11-14**

- 2.3 Oral, telegraphic, telephonic bids or modifications thereof, will not be permitted.
- 2.4 Any Bid in other than the required form will be considered informal and may be rejected. Bids shall be signed in ink. Prices must be expressed in words and figures. Any Bid which fails to name a price in both figures and writing may be deemed informal and rejected. In case of any discrepancy between the price written in the Bid and that given in figures, the lower price will be considered as the Bid.
- 2.5 Erasures or other changes in a Bid must be explained or noted over signature of Bidder. Bids containing any conditions, omissions,

unexplained erasures or alterations, or irregularities of any kind may be rejected as incomplete.

3. WITHDRAWAL OF BIDS

- 3.1 Bids may be withdrawn on written or telegraphic request received from bidders prior to time and date fixed for opening of bids. All requests pertaining to withdrawal of bids must reach the office of Procurement Agent not later than the day previous to date set for opening of bids.**
- 3.2 All bids received with proper requests for withdrawal will be returned unopened to Bidder.**
- 3.3 Bids submitted pursuant to Invitation to Bid shall be valid for a total period of forty-five (45) consecutive calendar days from time and date of opening of bids pursuant to Invitation to Bid. Under no circumstances will a Bidder be permitted to withdraw his/her Bid after said Bid is received and opened pursuant to Invitation to Bid and these Bid Documents.**

4. METHOD OF BIDDING

- 3.1 County invites bids for the following work: TILLES PARK PARKING LOT CONSTRUCTION.**
- 4.2 The various bidders will state in the space provided on Bid Form a lump sum bid for all work necessary in completion of the above project, alternate bid prices, and unit prices.**
- 4.3 All Contractors and Subcontractors bidding the work shall abide by the "Construction Bidding Practices Code for Greater St. Louis" current revised edition.**

5. BIDDER QUALIFICATIONS

- 5.1 Award of Contract shall be made to the responsible and qualified Bidder capable of performing class of work covered by Bid. Determination of a Bidder's responsibility and qualifications shall be made by Procurement Agent and shall be based upon, but not limited to, a Bidder's: (a) financial resources, (b) experience, (c) organization, (d) technical qualifications, (e) skills, (f) equipment and facilities, and (g) ability to comply with the performance schedule, necessary to determine responsibility and qualifications of a Bidder to perform class of work covered by Bid.**
- 5.2 Each Bidder shall complete and attach to his/her Bid the Qualification Forms bound herein. In addition to information required**

by Qualification Forms, Procurement Agent may request and Bidder shall furnish such additional information as is necessary for Procurement Agent to determine responsibility and qualifications of a Bidder. Failure to fully complete and execute Qualification Forms bound herein and therefore may be rejected pursuant to provisions of Section 18 of Instructions to Bidders.

- 5.3 County specifically reserves the right to reject any bid if evidence submitted by, or investigations of, such Bidder fails to satisfy County that such Bidder is responsible and qualified to carry out obligations of Contract and to complete class of Work contemplated therein.
- 5.4 Bidder is specifically advised that all Contractors, including any person, firm, or other party to whom it is proposed to award a Sub-contract under this Contract, must comply with Nondiscrimination in Employment requirements set forth in Article 15 of General Conditions of Contract for Construction.
- 5.5 A minimum of 50% of work must be accomplished by General Contractor's own forces. Bidders are to enter onto the LIST OF PRINCIPAL SUBCONTRACTORS, Qualifications Form, QF 7 of 7, those subcontractors with Name, Description of Work, Dollar Value of Subcontracted work, and percent of Total Contract work by Subcontractor based upon Base Bid Amount. As a condition of Award of the Contract, successful contractor will be required to submit a final list to the County for Review and Approval. Prior to Progress and Final Payments for work performed being approved, the County will verify the Required Percentage of Work has been performed by General Contractor in accordance with this Bidder Qualification requirement.

6. BID SECURITY

- 6.1 Each Bid must be accompanied by a bond duly executed by Bidder as principal and having as surety thereon a surety company approved by County, in the amount of 5% of total Base Bid, by a cashier's check or irrevocable letter or credit payable to COUNTY TREASURER in like amount.
- 6.2 Bid security shall be forfeited to County, if successful Bidder fails or refuses to execute and deliver Contract, and bonds required, within ten (10) days after he has received notice of acceptance of his/her Bid.
- 6.3 Any surety company which proposes to execute a bond as required by Contract shall furnish, at its own cost, a certified copy of its Certificate of Authority to transact business in the State of Missouri,

such Certificate to remain on file with County Clerk. No surety bond will be approved by County Counselor until such Certificate is furnished. However, if there be already on file with County Clerk such Certificate of the surety company, then an additional Certificate will not be required during the period of time for which Certificate is issued.

7. CONDITIONS OF WORK

- 7.1** Before submitting a proposal, it is important that each Bidder visit the site of work, carefully examine drawings and specifications, and fully inform himself/herself as to all existing conditions and limitations affecting his/her proposal.
- 7.2** Bidder must inform himself/herself of conditions relating to construction of project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all labor and materials necessary to carry out provisions of Contract. Insofar as possible, Contractor, in carrying out his/her Work, must employ such methods or means as will not cause any interruption of, or interference with, work of any other Contractor.
- 7.3** Bidder shall accept site as it exists at time of invitation to bid and will provide and maintain, during work required for this project, adequate protection of public and private property adjacent to site.

8. ADDENDA AND INTERPRETATION

- 8.1** Necessary changes or corrections in plans or specifications during time of bidding will be issued in writing or as drawings in form of Addenda to all Bidders. Receipt of all such Addenda shall be acknowledged in Bid Form. Failure of any Bidder to receive any Addendum or interpretation shall not relieve Bidder from any obligation under his/her Bid as submitted. All Addenda issued will become part of Contract Documents.
- 8.2** Should a Bidder find discrepancies in, or omission from, drawings or other documents, or should he be in doubt as to their meaning, he/she shall immediately notify in writing:
St. Louis County Director of Procurement
Rebecca Howe
St. Louis County Government Center
Lawrence K. Roos Administration Building, 8th Floor
41 South Central Avenue, Clayton Missouri 63105
Fax: (314) 615-0197

who will send written instructions to all Bidders. All written requests must be received by St. Louis County Director of Procurement no

later than ten (10) days prior to bid due date. County will not be responsible for any oral instructions or any other explanation or interpretation of Documents.

9. PERFORMANCE AND PAYMENT BOND

- 9.1** Simultaneously with delivery of executed Contract, Contractor shall furnish Performance and Payment Bonds in amount of 100% of total Contract sum, as security for both faithful performance of Contract and for payment of all persons performing or furnishing labor, materials or supplies on the project under this Contract as specified in Contract Documents. Surety on the bond shall be a duly authorized surety company approved by County Counselor.
- 9.2** Cost of Performance and Payment Bonds shall be paid for by the successful Bidder.

10. METHOD OF AWARD

- 10.1** County will enter into a lump sum Contract with a single bidder for any combination of the base bid and alternate bids for general construction, which shall include all subcontract work.
- 10.2** Subject to provisions of Sections 5, 12.2, and 19.1 of Instructions to Bidders, Contract shall be awarded by Procurement Agent to lowest responsive, responsible and qualified Bidder within forty five (45) consecutive calendar days after date and time of opening of bids as provided for in Invitation to Bid.

The bid will be determined by the amount of the Total Base Bid. Responsibility and qualifications of a Bidder will be determined by Procurement Agent in accordance with Section 5 of Instructions to Bidders. The successful Bidder will be notified by letter mailed to address shown on Bid Form, that their Bid has been accepted.

- 10.3** The successful Bidder shall be required to execute a Contract with County, using Contract form provided herein in such number of counterparts as County may request, within ten (10) calendar days after receipt of Notice of Award by County.
- 10.4** The Contract shall not be considered binding upon County until an award by Procurement Agent has been entered on record, and until successful Bidder has executed it and filed a satisfactory Performance and Payment bond, and until Contract has been signed by the Contractor, County Executive, Administrative Director, Director of Parks and Recreation, County Counselor, and Accounting Officer.

10.5 All Subcontractors shall be subject to terms and conditions of General Contract.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

11.1 Bidder must agree to commence work on or before a date to be specified in a written NOTICE TO PROCEED of County, and to fully complete total Base Bid project within 90 consecutive calendar days thereafter.

11.2 Bidder's attention is directed to Article 4.11 of General Conditions of the Contract for Construction.

11.3 Bidder, in accordance with Article 8.4 of General Conditions of the Contract for Construction, shall pay liquidated damages as follows:

11.3.1 \$500.00 per day for each consecutive calendar day after expiration of 90 consecutive calendar days numbered from date specified in NOTICE TO PROCEED until said construction of Base Bid work at Tilles Park, St. Louis County, Mo. is completed and accepted by County in accordance with Contract Documents.

12. SPECIAL NOTICE TO BIDDERS

12.1 No claim for additional compensation will be entertained on behalf of or paid to a Contractor on account of his/her failure to be fully informed of all requirements of Contract Documents.

12.2 The following rights are reserved by County:

12.2.1 To reject any or all bids without compensation to Bidders, and to waive any or all informalities or defects in any bids.

12.2.2 To hold all bids valid for forty five (45) consecutive calendar days from time and date of receipt and opening of bids.

12.3 Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities apply to Contract throughout, and will be deemed to be included in Contract the same as though herein written out in full.

12.4 At time of opening of bids, each Bidder will be presumed to have inspected Site and to have read and be thoroughly familiar with Contract Documents (including all Addenda). Failure or omission of any Bidder to examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect to his/her Bid.

- 12.5 Any manufacturer's name and model numbers used in the specifications are for the purpose of describing and establishing general quality levels and are not intended to be restrictive.
- 12.6 Bidders are to include complete descriptive literature and sealed engineering and architectural drawings, as required, for all the materials being offered for consideration, and upon request, shall make a short, in-person presentation to St. Louis County. All proposed substitutions and supporting materials shall be submitted ten (10) days prior to the bid opening to be considered.
- 12.7 St. Louis County shall have the option to accept or reject any substitute equipment submitted for approval.

13. BIDS OF INDIVIDUALS

- 13.1 A Bid of an individual, including those doing business under a fictitious name, must be signed by the individual, and his/her address shown.

14. BIDS OF PARTNERSHIPS OR JOINT VENTURES

- 14.1 A Bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, must be executed by at least one of the partners, followed by title "Partner," or one of the joint venturers, followed by title "Joint Venture" and business address of partnership or joint venture shown. True legal name and address of each partner and joint venturer must also be shown.

15. BIDS BY CORPORATION

- 15.1 A Bid by a corporation, whether acting alone or as a joint venturer, must show address and name of corporation and be signed by person authorized by its Board of Directors to bind the corporation, with his/her title shown.

16. FICTITIOUS NAMES

- 16.1 A Bidder doing business under a fictitious name shall have on file with County Clerk, before Award, a certified copy of his/her Registration of Fictitious Names issued by Secretary of State, State of Missouri.

17. FOREIGN CORPORATIONS

17.1 Each Bidder which is a corporation organized in a state other than Missouri shall attach to its Bid a certified copy of a valid certificate of authority and license to do business in Missouri issued by Secretary of State, State of Missouri.

18. IRREGULAR BIDS

18.1 Bids that show any omissions, alterations of form, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or which are not responsive to requirements of Contract Documents may be rejected. Any comment in a Bid limiting or qualifying the reserved right of County to make awards that will be to the best interest of County shall constitute an irregular Bid which may be rejected.

19. RIGHT TO REJECT BIDS

19.1 County reserves the right to reject any or all bids, to advertise for new bids, or to proceed to do the work otherwise if in the judgment of County and best interests of County will be thereby promoted.

20. LIST OF SUBCONTRACTORS

20.1 Each Bidder is required to submit with his/her Bid a list of all Subcontractors to be employed in prosecution of the Work as provided for herein. Failure to submit a complete list may be cause for declaring the Bid irregular as not being responsive to Invitation to Bid.

21. SALES TAX ON ST. LOUIS COUNTY PROJECTS

21.1 St. Louis County intends to take advantage of its sales tax exemption status on construction contracts by utilizing procedures outlined in C.C.S.H.C.S.S.C.S.S.B. Nos. 477, 478, 689, 608, and 532 of the Second Regular Session of the 87th General Assembly amending section 144.062, RSMo. Inasmuch as all Missouri sales and use tax will be exempt, contractors need not include any sales tax in their bidding of the construction contract. Compliance with these tax savings procedures is compulsory and for the benefit of St. Louis County.

21.2 County shall furnish the Contractor a "Project Tax Exemption Certificate" which shall include the following:

21.2.1 St. Louis County's name, address, Missouri tax identification number and signature of authorized representative;

21.2.2 the project location, description, and unique identification number;

21.2.3 the date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;
21.2.4 the estimated project completion date.

21.2.5 the certificate expiration date. Such certificate is renewable for a given project at the option of St. Louis County, only for the purpose of revising the certificate expiration date as necessary to complete the project.

21.3 CONTRACTOR

21.3.1 The Contractor shall furnish the certificate of this provision to all subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of St. Louis County all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices made out to the Contractor. The invoices must also bear the name of St. Louis County and the unique project identification number. Nothing in this section shall be deemed to exempt the purchase of any construction machinery, equipment or tools used in constructing, repairing or remodeling facilities for St. Louis County. All invoices for all personal property and materials purchased for this project utilizing St. Louis County's Project Tax Exemption Certificate shall be retained by the purchasing Contractor for a period of five years and shall be subject to audit by the Missouri Director of Revenue.

21.3.2 Any excess resalable tangible personal property or materials which were repurchased for this project by a Contractor under the project Tax Exemption Certificate but which were not incorporated into or consumed in the construction of this 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 paid by such Contractor not later than the due date of the Contractor's 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.

21.3.3 No Contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project, due to the failure of St. Louis County to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of St. Louis County to revise such certificate expiration date, St. Louis County shall be liable for the tax owed.

21.3.4 Order all necessary materials and equipment (materials) to complete the Work in accordance with the specifications.

21.3.5 Inspect all delivered materials for conformance to specifications, damage, or breakage and subsequently accept materials if found to be satisfactory.

21.3.6 Purchase of materials on behalf of St. Louis County does not relieve Contractor of obligations to order, schedule deliveries, inspect, accept or reject, store, handle or install materials or perform any other duties required by the Contract Documents or customarily performed in conjunction with providing materials to complete the Work.

21.3.7 The Contractor shall not be entitled to receive any additional compensation for complying with these requirements.

22. SUBSTITUTIONS

22.1 Changes In products, materials, equipment and methods of construction required by Contract Documents proposed by the Contractor are considered to be requests for substitutions.

22.2 Requests for Substitutions will be considered only If received with Bid and with complete documentation described below and approved by County prior to Bidding.

22.3 Provide complete documentation of substitution showing compliance with the following Information:

22.3.1 Product Data, Including drawings and description.

22.3.2 Samples, where applicable or requested.

22.3.3 Indicate effect of proposed substitution on overall Contract Time.

22.3.4 Cost Information and proposal, If any, In Contract Sum.

21.2.5 Certification that proposed substitution conforms to requirements In the Contract Documents.

22.3.6 All proposed substitutions and supporting materials shall be submitted ten (10) days prior to the bid opening to be considered.

23. CODE COMPLIANCE REQUIREMENTS

- 23.1 It shall be the responsibility of the Contractor to warrant that all goods, services and/or work procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and local statutes, ordinances and codes including, but not limited to, the Americans with Disabilities Act of 1990, local building, plumbing, mechanical and electrical codes.
- 23.2 It shall be the responsibility of the Contractor to comply with all applicable provisions of the St. Louis County Land Disturbance Code, Chapter 1114 of the St. Louis County Revised Ordinances, including the use of Best Management Practices.
- 23.3 Failure to comply in any manner with applicable statutes, ordinances or codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said statutes, ordinances and codes together with any costs associated with collection of said damages. Additionally, County may, at its option, cancel this contract in the event Contractor fails to comply with all applicable provisions of law.
- 23.4 The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- 23.5 Contractor shall obtain and pay for all required permits, licenses, inspections, and approvals as required for the construction of this project.
- 23.6 This section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the County and which either must be applied for and received, or which must be given to governmental agencies before start of work.
- 23.7 Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.

END OF INSTRUCTIONS TO BIDDERS

**BID FORM
IFB NO. 2006-14-11**

Project: TILLES PARK PARKING LOT CONSTRUCTION

St. Louis County Dept. of Parks & Recreation Project No.: P07W03

Date : ____

**BID from _____
hereinafter called "BIDDER," *(a corporation, organized and existing the laws of
State of
tnership, or an individual doing business as
_____).**

**To: St. Louis County Director of Procurement
St. Louis County Government Center
Lawrence K. Roos Administration Building, 8th Floor
41 South Central Avenue
Clayton, Missouri 63105, hereinafter called "COUNTY."**

Gentlemen:

Having carefully examined the Contract Documents as set forth in Article 1.1.1 of the General Conditions of the Contract for Construction, which documents are made a part hereof as if more specifically set out herein, and entitled TILLES PARK PARKING LOT CONSTRUCTION as well as the site and all conditions affecting the work, the undersigned agrees to furnish all the labor, materials and equipment necessary to perform the BASE BID work shown on the drawings and called for in the Specifications, and any addendum in accordance with said documents for the stipulated sums below:

**BASE BID: The lump sum of

DOLLARS (\$_____).**

the above Total Base Bid, the amount shall be shown in both words and figures. In the case of discrepancy between words and figures, the lowest price shall govern.

The sum indicated above includes sales taxes, excise taxes, and any other taxes for all materials and equipment subject to and upon which taxes are levied. Alternate items are to be priced separately, as shown on the pages which follow.

ALTERNATE BID ITEMS:

The Bidder shall enter below the total Bid Price (Lump Sum) for each Alternate Item noted and described below. The Work is described in the Bid Specifications, Construction Plans and any addendum. The Bid Price for each Alternate Item shall include all supervision, labor, materials, and equipment for the Work described, and, shall include all profit and overhead for the Contractor. The alternate bids shall be studied by each bidder to determine their effect on the bids of the General Contractor and each Subcontractor and/or material supplier.

St. Louis County reserves the right to Award the Contract independently of the Bid Prices for each Alternate Item; and to accept or reject each Alternate Item in part or in total.

ALTERNATE BID NO. 1: Contractor to provide and install approximately 18,000 Square Feet of additional Grass Pavers .

The total lump sum cost of

DOLLARS (\$_____).

ALTERNATE BID NO. 2: Connect three existing drains from playground to existing area inlet.

The total lump sum cost of

DOLLARS (\$_____).

ALTERNATE BID NO. 3 Vent sink hole to north of proposed parking lot

The total lump sum cost of

DOLLARS (\$_____).

UNIT PRICES:

For changing specified quantity of work to include the unknown quantities of work and materials which may occur in general construction or other work found to vary from those indicated by the Contract drawings and specifications, upon written instructions of the County, the following unit prices shall prevail.

The following unit prices include all labor, overhead and profit, materials, equipment, removal, etc., to cover the finished work of the several kinds of work called for.

The following unit prices shall prevail for More or Less than that shown on plans, as called for in the specifications. In the event of More or Less units than so indicated, change orders shall be issued for the increased or decreased amount, when the quantity varies by plus or minus 10%.

| | |
|---------------------------------|-----------------------|
| 1. Compacted Granular Back Fill | \$ _____ /Cubic Yard |
| 2. Compacted Soil | \$ _____ /Cubic Yard |
| 3. Grass Pavers Installed | \$ _____ /Square Yard |
| 2.M.S.D. Class”C” Excavation | \$ _____ / Cubic Yard |
| 3. Asphalt Pavement | \$ _____ /Square Yard |
| 4. Seeding | \$ _____ /Square Yard |
| 5. Sod | \$ _____ /Square Yard |
| 6. 18-Inch RCP | \$ _____ / Foot |
| 7. Plastic Parking Stops | \$ _____ Each |
| 8. 6-Inch PVC Drain Pipe | \$ _____ / Foot |
| 9. Sink hole excavation | \$ _____ / Foot |
| 10. MSD 42-Inch Man Hole | \$ _____ / Foot |
| 11. 5.5 Sack Concrete | \$ _____ / Cubic Yard |

A Bid Bond, executed by the Bidder and an acceptable Surety Company equal to at least five percent (5%) of the amount of the Total Base Bid, or a cashier's check or an irrevocable letter of credit in like amount made out to the County Treasurer, is hereby posted as security, in accordance with the Instructions to Bidders.

If the undersigned be notified of the acceptance of this Bid within forty-five (45) consecutive calendar days after the time and date set for the opening of bids, he will, within ten (10) days after notification of acceptance, execute a contract for the above work, for the above stated compensation, or the above-stated and accompanying Bid Bond, or cashier's check shall be declared forfeit.

The undersigned agrees, if awarded the Contract, to furnish simultaneously with delivery of the executed Contract, a Performance and Payment Bond in the form provided in the Contract Documents in an amount equal to 100% of the Contract sum for faithful performance of the Contract and also 100% of the Contract sum for payment of material and labor. If unable to furnish said bonds, the undersigned and Surety hereby agree to forfeit the security posted with the Bid.

The undersigned hereby agrees to commence work under Contract on or before a date to be specified in written "NOTICE TO PROCEED" of the County and to fully complete the total project in accordance with the time schedule set forth in Paragraph 11 of the Instructions to Bidders.

The undersigned understands that the County reserves the right to reject any or all bids.

The undersigned understands that this bid shall be good and may not be withdrawn under any circumstances for a period of forty-five (45) consecutive calendar days after the time and date set for receiving and opening bids.

The undersigned further agrees to indemnify and save the County from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description made, brought, or recovered against the County by reason of any act or omission of the undersigned, his/her agents, Subcontractors, or employees in the execution of the work or in guarding the same.

The undersigned hereby declares that all prices given herein include all taxes by virtue of the work done and materials furnished.

Bidder acknowledges the receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

(Fill in number and dates of all addenda received)

Bid respectfully submitted by:

Name of Bidder

Signature of Bidder

Title

Company Name

Telephone Number

Fax Number

IF A CORPORATION:

the
Name of Corporation

1. Incorporated under the law of
state of _____

Missouri?
Name and Title of Officer

2. Licensed to do business in
Yes __ No __ (Check one)

Address for Communication

Telephone Number

Fax Number

IF A PARTNERSHIP:

Partner

State names and residence
address of all partners

Address for Communications

Telephone Number

Fax Number

IF AN INDIVIDUAL:

Name of Individual

Firm Name, if any

Address for Communications

State residence address

Telephone Number

Fax Number

IF A JOINT VENTURE:

Name of Joint Venture

Firm Name, if any

Address for Communications

State residence address

Telephone Number

Fax Number

Name of Joint Venturer

Name of Joint Venturer

Firm Name, if any

Address for Communications

Telephone Number

Fax Number

NOTE: A COMPLETED COPY OF THE QUALIFICATIONS FORM (PAGES QF 1-7) MUST ACCOMPANY THIS BID.

QUALIFICATION FORM

NOTICE: THIS FORM MUST BE FULLY COMPLETED AND ATTACHED TO THE BID.

For: TILLES PARK PARKING LOT CONSTRUCTION
Project No. P07W03

Qualification form for _____,
a corporation organized and existing under the laws of the State of _____,
a partnership, a joint venture*, or an individual doing business as _____
with principal offices at _____.

To: St. Louis County Director of Procurement
St. Louis County Government Center
Lawrence K. Roos Administration Building, 8th Floor
41 South Central Avenue
Clayton, Mo. 63105

Gentlemen:

In accordance with Paragraph 5 of the Instructions to Bidders, the following qualification information is submitted:

1. How many years has your organization been in business as a contractor under your present business name: _____

2. How many years' experience in building construction work has your organization had:
 - (a) As a General Contractor _____
 - (b) As a Sub-Contractor _____

3. Corporation or Co-partnership information:
 - (a) If a corporation, answer this:
Capital paid in cash _____
When incorporated _____
In what State _____
President's name _____
Vice President's name _____

Treasurer's name _____

*Each member of a joint venture shall fill out a Qualification Form.

(b) If a co-partnership, answer this:

Date of organization _____ .

State whether partnership is general, limited, or association:

Name and address of partners Age

4. List the construction projects your organization has under way on this date:

| Contract Amt. | Class of Work | % Completed | Name and Address of Owner/Contracting Officer |
|---------------|---------------|-------------|---|
|---------------|---------------|-------------|---|

5. List projects your organization has completed in past three years:
(Use blank sheet if additional space is needed.)

| <u>Contract Amount</u> | <u>Class of Work</u> | <u>When Completed</u> | <u>Name & Address of Owner</u> |
|------------------------|----------------------|-----------------------|------------------------------------|
|------------------------|----------------------|-----------------------|------------------------------------|

6. Have you ever failed to complete any work awarded to you? _
If so, where and why? _____

| <u>Qty.</u> | <u>Item</u> | <u>Description Size, Condition, Etc.</u> | <u>Years of Service</u> | <u>Present Location</u> |
|-------------|-------------|--|-----------------------------|-----------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

(Use blank sheet if additional space is needed.)

A financial Statement will be required from the lowest qualified Bidder prior to awarding the Contract. You may use either the following form or one of your Company Auditor's form of Balance Sheet and profit and Loss Statement.

12. Give condensed current financial statement:

CONDITION AT CLOSE OF BUSINESS _____, 20_____

| <u>CENTS</u> | <u>ASSETS</u> | <u>DOLLARS</u> |
|--|------------------------|----------------|
| 1. Cash: | (a) On hand | \$ _____ |
| | (b) In bank | \$ _____ |
| | (c) Elsewhere | \$ _____ |
| 2. Notes Receivable | (a) Due within 90 days | \$ _____ |
| | (b) Due after 90 days | \$ _____ |
| | (c) Past due | \$ _____ |
| 3. Accounts receivable from completed contacts, exclusive of claims not approved for payment | | \$ _____ |
| 4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate | | |
| (a) Amount receivable after deducting retainage | \$ _____ | |
| (b) Retainage to date, due upon completion of contracts | \$ _____ | |

| | | |
|---|---------------------|-----------------|
| 5. Accounts receivable from sources other than construction contracts | | \$ _____ |
| 6. Deposits for bids or other guarantees: | | |
| (a) Recoverable within 90 days | \$ _____ | |
| (b) Recoverable after 90 days | \$ _____ | |
| 7. Interest accrued on leases, securities, etc. | \$ _____ | |
| 8. Real estate: | | |
| (a) Used for business purposes | | \$ _____ |
| (b) Not used for business purposes | | \$ _____ |
| 9. Stocks and bonds: | | |
| (a) Listed - present market value | | \$ _____ |
| (b) Unlisted - present market value | | \$ _____ |
| 10. (a) For uncompleted contracts (present value) | | \$ _____ |
| (b) Other materials (present value) | | \$ _____ |
| 11. Equipment, book value | | \$ _____ |
| 12. Furniture and fixtures, books value | | \$ _____ |
| 13. Other assets | | \$ _____ |
| | TOTAL ASSETS | \$ _____ |

Condensed Current Financial Statement (continued)

| LIABILITIES | DOLLARS - CENTS |
|---|------------------------|
| 1. Notes Payable (a) To banks regular | \$ _____ |
| (b) To banks for certified checks | \$ _____ |
| (c) To others for equipment obligations | \$ _____ |
| 2. *Accounts Payable (a) Not past due | \$ _____ |
| (b) Past due | \$ _____ |
| 3. Real Estate Encumbrances | \$ _____ |
| 4. Other Liabilities | \$ _____ |
| 5. Reserves | \$ _____ |

6. Capital stock paid up: (a) Common \$ _____
 (b) Common \$ _____
 [c] Preferred \$ _____
 (d) Preferred \$ _____

7. Surplus (net worth) Earned \$ _____
 Unearned \$ _____

TOTAL LIABILITIES \$ _____

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold \$ _____
 2. Liability on accounts receivable, pledged, assigned or sold \$ _____
 3. Liability as bondsman \$ _____
 4. Liability as guarantor or contracts or on accounts of others \$ _____
 5. Other contingent liabilities \$ _____

TOTAL CONTINGENT LIABILITIES \$ _____

*Include all amounts owing subcontractors for all work in place and accepted on completed and uncompleted contracts, including retainage.

13. Will you, upon request, fill out an approved form of detailed financial statement, and an additional form of Job Plan and Equipment Questionnaire? _____

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinabove made.

Dated at _____

this _____ day of _____ 20__.

Name of Organization _____

By: _____ Title of Person Signing _____

LIST OF PRINCIPAL SUB-CONTRACTORS

DATE: _____

AIA form

BID BOND – AIA DOCUMENT A 310, 1970 EDITION

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

AiA Form

**PERFORMANCE & PAYMENT BOND – AIA DOCUMENT A 312,
1984 EDITION**

**ST. LOUIS COUNTY
PROJECT TAX EXEMPTION CERTIFICATE**

PROJECT EXEMPTION CERTIFICATE FOR EXEMPT ENTITY CONSTRUCTION

NAME OF EXEMPT ENTITY _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

TAX IDENTIFICATION NUMBER _____

PROJECT IDENTIFICATION NUMBER _____

PLEASE PROVIDE THE PROJECT LOCATION AND A BRIEF DESCRIPTION BELOW:

CONTRACT DATE _____

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.

The project exemption certificate does not allow the 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 contactor 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 _____

PARTIAL RECEIPT OF PAYMENT AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS THAT: _____
hereinafter called "Subcontractor" who heretofore entered into a subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled TILLES PARK PARKING LOT CONSTRUCTION, Project No.P07W03, for St. Louis County, Owner, which said subcontract is by this reference incorporated herein, in consideration of such payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that he has been paid all sums due him to date for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions approved to date, for the construction of said project or otherwise.
2. REPRESENT that all of his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid all sums due them to date, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____ 20__

:

Name of Subcontractor

Typed or Printed Name

Signature

Title

FINAL RECEIPT OF PAYMENT AND RELEASE FORM

KNOW ALL MEN BY THESE PRESENTS THAT: _____,

hereinafter called "Subcontractor" who heretofore entered into a subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled TILLES PARK PARKING LOT CONSTRUCTION Project No. P07W03, for St. Louis County, Owner, which said subcontract is by this reference incorporated herein, in consideration of such payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that he has been paid in full all sums due him for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind of character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of this employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of the, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____, 20____.

Name of Subcontractor

By _____
Typed or Printed Name

Signature

Title

AFFIDAVIT FOR AFFIRMATIVE ACTION

State of Missouri)

) SS

County of St. Louis)

_____ first being duly sworn on his/her oath states: that he/she is the (sole proprietor, partner, or officer) of _____, a (sole proprietorship, partnership, or corporation), and as such (sole proprietor, partner, or officer) is duly authorized to make this affidavit on behalf of said (sole proprietorship, partnership, or corporation); that under the Contract known as, TILLES PARK PARKING LOT CONSTRUCTION Project No. P07W03, less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 6 of the General Conditions of St. Louis County have been met.

_____ Subscribed and sworn to before me this _____ day of _____, 2006.

My commission expires _____

Name of Notary Public

AFFIDAVIT

COMPLIANCE WITH STATE PREVAILING WAGE LAW

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

(Name)

(Position)

of the _____
(Name of Company)

(a corporation), (a partnership), (a proprietorship) and after being duly sworn did dispose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No.13, issued by the Department of Labor and Industrial Relations, State of Missouri on the _____ day of _____, 20____, in carrying out the Contract and work in connection with TILLES PARK PARKING LOT CONSTRUCTION located in St. Louis County, Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _day of _____, 20__.

My Commission expires _____ day of _____, 20__.

Notary Public

Project Number: TILLES PARK PARKING LOT CONSTRUCTION (P07W03)
IFB Number: 2006-11-14

This CONTRACT, made and entered into this _____ day of _____, 20____, by and between St. Louis County, Missouri, hereinafter referred to as the COUNTY, and _____ hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1 - SCOPE OF WORK: For and in consideration of the payment of the Contract Sum, as provided for herein to the Contractor by the County, the Contractor shall furnish all labor, equipment, and material and shall perform all work as required by the Contract Documents entitled TILLES PARK PARKING LOT CONSTRUCTION, Project No.P07W03, St. Louis County, Missouri, in a good substantial and workmanlike manner and in strict accordance with the Contract Documents.

Article 2 - TIME OF COMPLETION: The work under this Contract shall be completed in accordance with Paragraph 11.1 of the Instructions to Bidders and the Special Conditions which shall be 90 consecutive calendar days from the date specified in the Notice to Proceed given to Contractor by County.

Article 3 - LIQUIDATED DAMAGES: Contractor agrees to pay in accordance with Paragraph 8.4 of the General Conditions of the Contract and Paragraph 11.1 of the Instruction to Bidders. Contractor shall pay \$500.00 for each consecutive calendar day after the expiration of 90 calendar days numbered from the date specified in the Notice to Proceed until the work required under the Contract is completed and accepted by the County in accordance with the Contract Documents.

Article 4 - REFERENCE TO CONTRACTOR: It is hereby further agreed that the word "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5 - CONTRACT PRICE: The County shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, the lump sum of

(\$_____).

Article 6 - PROGRESS PAYMENTS: Payments shall be made for ninety percent (90%) of the value of materials and labor incorporated in the Work as approved by the County, less the aggregate amount of previous payments, and subject to submission of waivers of lien for previous payments for each category of work billed. If after fifty percent (50%) of the work has been completed, the Architect or County determines that the Contractor's performance and progress are satisfactory, the County may make the remaining partial payments in full for the work subsequently completed without additional retainage. The previous retainage would only be released upon final acceptance of the entire project by the County.

Article 7 - ACCEPTANCE AND FINAL PAYMENT: When the work under this Contract has been fully completed in accordance with the term hereof, a final estimate showing the amount of such work shall be prepared by the Contractor and filed with the County, within thirty (30) days after the date of completion.

From the final payment shall be retained all moneys expended by the County according to the terms of this Contract, and thereunder chargeable to the Contractor, and all deductions provided by the Contract, State laws or ordinances of the County.

Article 8 - SUPERVISION OF CONSTRUCTION: All construction shall be supervised by the Contractor and carried out under periodic inspection by representatives of the County.

Article 9 - CONTRACT DOCUMENTS: This Contract shall consist of the documents set forth in Article 1.1.1 of the General Conditions of the Contract, which documents are made a part hereof as if more fully set out herein.

Drawings and Technical Specifications:

Technical Specifications attached and dated November 2006.

Drawing sheets as listed in Article 16 - Drawings, in General Conditions of Contract for Construction.

Any addenda issued.

Article 10 - CONFLICTS OF INTEREST: The Contractor represents and warrants that no arrangement has been made with any person or agency to solicit or secure this contract upon agreement or understanding for a gratuity, commission, percentage, brokerage, or contingent fee, in any form, to any person excepting bona fide employees of the Contract, or bona fide established commercial or sales agencies. For breach or violation of this representation and warranty, St. Louis County may, by written notice to the Contractor, terminate the right of the contractor to proceed under this Contract or be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of Contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in any amount as determined by the Executive of St. Louis County, which shall be not less than three nor more than ten times, the amount the Contractor paid or agreed to pay as such gratuity, commission, percentage, brokerage, or contingent fee. The rights and remedies of St. Louis County as provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies under this Contract or provided by law.

All legal proceedings of any nature brought by either party to enforce any right or obligation under this Contract, or arising out of any matters pertaining to this Contract or the work to be performed hereunder, shall be submitted for litigation before a court of competent jurisdiction in St. Louis County, Missouri. The parties hereto expressly consent and agree to accept services of process outside of the State of Missouri in any matter to be submitted to any such court pursuant hereto.

If contract exceeds \$25,000.00 then the Contractor certifies that the Contractor, and any subcontractors performing this Contract are not included in the Federal debarment and suspension list, <http://epls.arnet.gov>.

President's Signature

Print Name and Title

Company Name

Address

City, State and Zip Code

CONTRACT

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this _____ day of _____, 2006.

CONTRACTOR

ATTEST:

Contractor

by

Name

SEAL:

Title

COUNTY

ATTEST:

ST. LOUIS COUNTY, MISSOURI

County Clerk

By _____
County Executive

SEAL

APPROVED AS TO LEGAL FORM:

County Counselor

APPROVED:

APPROVED:

Director, Department of Parks & Recreation

Director of Procurement

I hereby certify that unencumbered balances sufficient to pay the Contracts Sum remain in the appropriation account against which this obligation is to be charged.

Accounting Officer

CONTRACT

**RESOLUTION OF CORPORATE BOARD
AUTHORIZING EXECUTION OF CONTRACT**

I, the Undersigned, hereby certify that I am the duly elected and qualified Secretary of _____, a corporation duly organized and existing under the law of the State of _____, and authorized to do business in the State of Missouri, and am keeper of the records and corporate seal of said corporation; that the following is a true and correct copy of the RESOLUTION duly adopted at the meeting of its Board of Directors held in accordance with its bylaws at its offices at _____ on the _____ day of _____, 20____,

to-wit:

Copy of Resolution

"Be it resolved that we the (President) (Vice President) of this corporation or his successor in office, be and he is hereby authorized and directed for, on behalf of, and in the name of, this corporation to execute the attached Contract and the necessary number of copies thereof, dated _____, 20____, by and between County of St. Louis, Missouri, as party of the first part, and this corporation, as party of the second part, providing for certain construction work upon those certain terms and conditions in accordance with those certain specifications, all as contained in said Contract, which is made a part of this Resolution."

"Resolved further, that this resolution shall remain and continue in full force and effect until after said Contract is fully executed and finally completed."

IN WITNESS WHEREOF, I have hereunto affixed my signature as Secretary and affixed the corporate seal of said corporation this _____ day of _____, 20____.

(SEAL)

Secretary

ACKNOWLEDGEMENT OF PRINCIPAL
(Firm/Corporation/Individual)

USE FORM

CERTIFICATION OF ACCESS TO CONTRACTOR'S RECORDS

By submission of this form, I certify that I _____,
and all subcontractors, shall maintain all books, documents, papers, and other evidence
pertaining to cost incurred in connection with the contract for TILLES PARK PARKING
LOT CONSTRUCTION, Project No. P07W03, and shall make such materials available
at our respective offices at all reasonable times, and for three (3) years from the date of
final payment by the COUNTY, and copies thereof shall be furnished, upon request for
inspection by authorized representatives of the COUNTY.

(signed) _____

Contractor

Date

| <u>Table of Articles</u> | <u>Page</u> |
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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- Project Description
- Invitation to Bid
- Definition of Terms
- Instructions to Bidders
- Project Tax Exemption Certificate
- Bid Form and Bid Bond
- Performance and Payment Bond
- Partial Receipt of Payment and Waiver of Lien Form
- Final Receipt of Payment and Release Form
- Affidavit for Affirmative Action
- Affidavit of Compliance with State Prevailing Wage Law
- Qualification Forms
- Contract
- General Conditions of the Contract for Construction
- Supplementary General Conditions
- Special Labor Provisions
- Special Conditions of the Contract
- Environmental Conditions
- State Labor Rate Schedule
- Technical Specifications
- Drawings

and all Addenda issued prior to execution of the Agreement and all modifications thereto. A modification is (a) a written amendment to the Contract signed by both parties, (b) a Change Order, [c] a written interpretation issued by the Architect/Engineer/Landscape Architect and/or Owner pursuant to Subparagraph 1.2.5, or (d) a written order for a minor change in the Work issued by the Architect/Engineer/Landscape Architect and/or Owner pursuant to Paragraph 12.3. A modification may be made only after execution of the Contract.

1.1.2 The Supplementary General Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by Supplementary General Conditions, unaltered provisions shall remain in effect.

1.1.3 Provisions of the General Conditions and Supplementary General Conditions shall govern the Work under this Contract.

1.1.4 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.5 The Work. The term Work includes all labor necessary to produce construction required by Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

1.1.6 THE PROJECT

The Project is the total construction designed by the Architect/Engineer/Landscape Architect of which the Work performed under Contract Document may be the whole or a part.

The Project shall be identified as:

TILLES PARK PARKING LOT CONSTRUCTION
Project No. P07W03

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 Contract Documents shall be signed in not less than triplicate by Owner and Contractor. If either Owner or Contractor or both do not sign Conditions of the Contract, Drawings, Specifications, or any other Contract Documents, Architect/Engineer/Landscape Architect shall identify them.

1.2.2 By executing the Contract, Contractor represents that he has visited the site, familiarized himself/herself with local conditions under which the Work is to be performed, and correlated his/her observations with the requirements of the Contract Documents.

1.2.3 Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 4.4.1 necessary for proper execution and completion of the Work. It is not intended that Work not covered under any heading, section, branch, class or trade of Specifications shall be supplied unless it is required elsewhere in Contract Documents or is reasonably inferable therefrom as being necessary to produce intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

For convenience of reference and to facilitate letting of contracts, Specifications are divided into Divisions and Sections in general conformance with bidding practice. However, Owner does not represent

that the subdivision coincides with union or trade practices or regulations; and Contractor shall be free to subdivide the Work in other ways for this reason, provided that the entire scope of Work is properly covered.

1.2.4 Organization of Specifications into divisions, sections and articles, and arrangement of Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Written interpretations necessary for proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by Architect/Engineer/Landscape Architect and in accordance with any schedule agreed upon. Either party to the contract may make written request to Architect/Engineer/Landscape Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from Contract Documents and may be effected by Field Order.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Owner will supply Contractor with five (5) copies of Specifications; additional copies may be obtained from Owner at cost. Copies of Drawings and Specifications returned by other bidders in excess of said number, shall be made available to General Contractor for his/her distribution to Mechanical, Electrical and other Subcontractors.

1.3.2 All Specifications and copies thereof furnished by Owner are and shall remain his/her property. They are not to be used on any other project, and with the exception of one contract set for each party to the Contract, are to be returned to Owner on request at completion of the Work.

ARTICLE 2 - ARCHITECT/ENGINEER/LANDSCAPE ARCHITECT

2.1 DEFINITION

2.1.1 Where the term "Architect/Engineer/Landscape Architect" appears it refers to:

Eric K. Braun P.E.
St. Louis County Dept. of Parks & Recreation
41 South Central Avenue, 7th Floor
(314) 615-7543
and their sub consultants
Heideman & Associates, Inc.
13545 Barrett Parkway Dr.
St. Louis, Mo 63021

2.2 ADMINISTRATION OF THE CONTRACT

- 2.2.1 Architect/Engineer/Landscape Architect will be Owner's representative during construction and until final payment. Architect/Engineer/Landscape Architect will have authority to act on behalf of Owner to the extent provided in Contract Documents, unless otherwise modified by written instrument which will be shown to Contractor. Architect/Engineer/Landscape Architect will advise and consult with Owner, and all of Owner's instructions to Contractor shall be issued through Architect/Engineer/Landscape Architect.
- 2.2.2 Architect/Engineer/Landscape Architect and Owner shall at all times have access to the Work wherever it is in preparation and progress. Contractor shall provide facilities for such access so Architect/Engineer/Landscape Architect may perform his/her functions under Contract Documents.
- 2.2.3 Architect/Engineer/Landscape Architect and Owner will make periodic visits to the site to become generally familiar with the progress and quality of the Work and to determine in general if the work is proceeding in accordance with Contract Documents. Architect/Engineer/Landscape Architect shall not be responsible for construction means, methods, techniques, sequences or procedure, or for safety precautions and programs in connection with the Work; and he will not be responsible for Contractor's failure to carry out the Work in accordance with Contract Documents.
- 2.2.4 Based on such observations and Contractor's Applications for Payment, Architect/Engineer/Landscape Architect will determine amounts owing to Contractor and will issue, with concurrence of Owner, Certificates for Payment in such amounts as provided in Paragraph 9.4.
- 2.2.5 Owner shall have sole determination over all questions or disputes pertaining to execution and progress of the Work and requirements of the Contract Documents.
- 2.2.6 Claims, disputes and other matters in question between Contractor and Owner relating to execution or progress of the Work or interpretation of Contract Documents shall be referred initially to Architect/Engineer/Landscape Architect for decision, which he will render in writing within a reasonable time.
- In accordance with Article 2.2.5, the final decision concerning all Contractor claims shall be made by Owner.
- 2.2.7 All interpretations and decisions of Architect/Engineer/Landscape Architect shall be consistent with the intent of Contract Documents.
- 2.2.8 Architect/Engineer/Landscape Architect's decision in matters relating to artistic effect will be final if consistent with the intent of Contract Documents.

- 2.2.9 Architect/Engineer/Landscape Architect and Owner will have authority to reject Work which does not conform to Contract Documents. Whenever, in his/her reasonable opinion, Architect/Engineer/Landscape Architect considers it necessary or advisable to insure proper implementation of the intent of Contract Documents, he will have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work as provided in Subparagraph 7.8.2 whether or not such Work be then fabricated, installed or completed. However, neither Architect/Engineer/Landscape Architect's authority to act under this Subparagraph 2.2.9, nor any decision made by him in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of Architect/Engineer/Landscape Architect to Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.2.10 Architect/Engineer/Landscape Architect and Owner may review Shop Drawings and Samples as provided in Subparagraph 4.13.1 through 4.13.9, inclusive.
- 2.2.11 Architect/Engineer/Landscape Architect will prepare Change Orders in accordance with Article 12 and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.
- 2.2.12 Architect/Engineer/Landscape Architect will conduct inspections to determine dates of Substantial Completion and Final Completion, will receive written guarantees and related documents required by the Contract and assembled by Contractor and will issue a final Certificate for Payment.
- 2.2.13 Duties, responsibilities and limitations of authority of Architect/Engineer/Landscape Architect as Owner's representative during construction as set forth in Articles 1 through 16 inclusive of these General Conditions will not be modified or extended without written consent of Owner and Architect/Engineer/Landscape Architect, which will be shown to Contractor.
- 2.2.14 Architect/Engineer/Landscape Architect will not be responsible for acts or omissions of Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

ARTICLE 3 - OWNER

3.1 DEFINITION

- 3.1.1 The Owner is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his/her authorized representative.

Owners representatives:

St. Louis County Department of Parks and Recreation
St. Louis County Government Center
41 South Central - 7th floor
Clayton, Missouri 63105-1734

Where the term "Owner" appears, it refers to St. Louis County, Missouri. The Owner has designated the Director of Parks and Recreation of St. Louis County as its representative authorized to act on its behalf with respect to the project.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project.

All other grades, lines, levels and bench marks shall be established and maintained by Contractor, who shall be responsible for same. Contractor shall verify all grades, lines, levels and dimensions shown on the drawings and report to Architect/Engineer/Landscape Architect any errors or inconsistencies found before commencing work.

3.2.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.

3.2.4 The Owner shall issue all instructions to the Contractor through the Architect/Engineer/Landscape Architect.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11, respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

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

3.3.2 TERMINATION FOR CONVENIENCE OF COUNTY

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing from the County to the Contractor. If the contract is terminated by the County as provided herein, the Contractor

will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

3.3.3 ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written consent of the County hereto: Provided, however, that claims for money due or to become due the Contractor from the Municipality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect/Engineer/Landscape Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due to Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms "Contractor" and "General Contractor" mean the Contractor named in the Agreement or his/her authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect/Engineer/Landscape Architect any error, inconsistency, or omission he may discover; but the Contractor shall not be liable to the Owner or the Architect/Engineer/Landscape Architect for any damage resulting from any such errors, inconsistencies, or omissions. The Contractor shall not work without Specifications or interpretations.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his/her best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequence, and procedures and for coordinating all portions of the work under the Contract.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

.1 To receive consideration, requests for substitutions must be accompanied by documentary proof equality of difference in price and delivery, if any, in the form of certified quotations from suppliers of both specified and proposed equipment.

.2 In case of a difference in price, Owner shall receive the benefit of all savings involved in any substitution, and the Contract shall be altered by "Change Order" to credit Owner with any savings so obtained. Any additional cost included in any substitution shall be borne by the Contractor.

.3 Should the Contractor be authorized in writing to furnish an approved substitute brand, type or class, he shall be responsible for making all adjustments to the selected item, and to the structure, as may be necessary for proper installation of the item as intended and as necessary to maintain the intended space requirements, functions, and appearance, all at no additional cost to the Owner. If substitutions are of such a nature that the Architect deems it necessary to revise the drawings or designs, or if the Architect is burdened with additional expenses because of the substitution, the Owner shall be reimbursed by the Contractor for such extra costs incurred by the Contractor for such extra costs incurred by the Architect. The provisions of this paragraph are applicable even though

approval is listed in the specifications, indicated in an Addendum, or granted by the Architect after the Contract is awarded.

- .5 All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless herein specified to the contrary.
- .6 The Contractor shall allot suitable and proper space within the project limits, where available, to his/her Subcontractors for the storage of their materials, and for the erection of their storage and tool sheds, but each Subcontractor shall bear the cost of any temporary facilities required for the execution of his/her work.
- .7 The Contractor and each of his/her Subcontractors shall be individually responsible for furnishing and maintaining all equipment, etc., as required for the proper execution of his/her own work. All such apparatus, equipment, and construction shall meet the requirements of all applicable county, state, and local laws or ordinances.
- .8 Pursuant to the policy of State of Missouri as declared in its statutory law, preference shall be given in respect to any products or materials, manufactured, mined, or grown within the State of Missouri when they are of a quality suitable for the purpose intended, provided that quality as well as cost shall be considered in determining the right to preference hereunder. Preference need not be given to Missouri products or materials unless they are found in marketable quantities in the State.

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Owner and the Architect/Engineer/Landscape Architect that all materials and equipment furnished under this Contract shall be new and of standard manufacture as prescribed in the County specifications, and shall be warranted for proper use or operation for a period of one year from the date of final acceptance of the completed work against defective materials, latent defects, inadequate design and faulty workmanship. This warranty shall also cover equipment failures caused by omissions, improper applications or improper installations of materials and equipment. Upon receipt of notice from the County of failure or any part of the warranted equipment during the Warranty period, the affected parts shall be removed and new replacement parts installed promptly by and at the expense of the Contractor and the Warranty period will recommence for an additional twelve (12) months on such reinstalled equipment.
- 4.5.2 In addition, where a manufacturer normally furnished a Warranty in excess of one year, the Contractor shall cause the manufacturer's Warranty to be extended to County for such longer period of time.

4.5.3 The Contractor shall assemble written evidence of all guarantees and warranties together with operating and maintenance instructions and data required by the several Divisions of the Specifications, and deliver same to the Architect/Engineer/Landscape Architect with the guarantee on the entire work prior to requesting the County to accept the operating equipment.

4.5.4 The Warranty provided in this paragraph 4.5 shall be in addition to and now in limitation of any other Warranty or remedy required by law or by the Contract Documents.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use, and other similar taxes required by law.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the Bids are received. It is not the responsibility of the Contractor to make certain that the Drawings and Specifications are in accordance with applicable laws, statutes, building codes and regulations.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect/Engineer/Landscape Architect in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect/Engineer/Landscape Architect, he shall assume full responsibility therefore and shall bear all costs attributed thereto.

4.7.3 The Contractor shall secure a certification of occupancy from the Building Department of St. Louis County upon completion of his/her Work.

4.8 CASH ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor and

installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect/Engineer/Landscape Architect may direct. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time during the progress of the Work. The Superintendent shall be satisfactory to the Architect/Engineer/Landscape Architect, and shall not be changed except with the consent of the Architect/Engineer/Landscape Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

4.10.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his/her employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.

4.11 PROGRESS SCHEDULE

4.11.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Architect/Engineer/Landscape Architect's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Architect/Engineer/Landscape Architect's approval.

4.11.2 The Contractor shall schedule and control his/her work, including that of his/her Subcontractors, using a Critical Path Method (CPM) Diagram or Bar Graph Schedule. Within two days following Notice to Proceed, the Contractor shall confer with the Architect/Engineer/Landscape Architect and Owner to outline his/her method of preparing and presenting his/her

network. During construction, the diagram and reports will be used to provide the following information:

Status of project to accuracy of fourteen consecutive calendar days to determine if work is on schedule and to determine problem areas, if any.

Ample information to permit scheduling of other Contractors' work and to permit coordination of interfaces between the various contractors.

- .1 At times, the Contractor may be required to move equipment and/or materials through and/or install equipment and/or material in areas where other contractors may be working. Consequently, the Contractor must closely coordinate his/her efforts with that of the other contractors and shall keep Architect/Engineer/Landscape Architect advised of all possible interferences. The Contractor shall schedule and control his/her work so as to cause the least possible interference and shall show such interfaces with other contractors on his/her network.
- .2 The diagram shall be drawn to indicate the actual sequence in which work will be performed. The activities shown on the network diagram shall include all construction operations, all interface points with others, shop drawing submittal and shall show milestones covering completion of major items of work included in the Contract. Each event or node on the network, including milestones, shall be numbered and each activity shall be labeled with a complete and suitable description, together with an estimate of the number of working days required to accomplish the activity. The critical path shall be indicated on the network, together with the cumulative number of working days required to complete the major items of Work, all milestones, and interface points.
- .3 The Contractor shall, within fifteen consecutive calendar days after date of Notice to Proceed, submit to Architect/Engineer/Landscape Architect and Owner (for approval) four copies of his/her CPM Diagram or Bar Graph Schedule covering his/her operations for the total project. After approval, the diagram will be used as a basis for monthly progress reports and progress payment as provided elsewhere in this Contract.
- .4 The CPM Diagram or Bar Graph Schedules to be prepared on sheets not less than 11 inches by 17 inches, nor more than 24 inches by 36 inches.
- .5 The Contractor shall submit four copies of his/her updated schedule monthly. He shall indicate by appropriate markings completed and partially completed activities. Anticipated progress for the next monthly period shall be indicated. These reports shall be submitted every fourth Monday for the preceding four weeks.

- .6 When changes in the Contract or changes in the sequence of Work are made, the schedule shall be revised by Contractor and four copies of the network shall be submitted to Architect/Engineer/Landscape Architect.
- .7 If Contractor falls behind in schedule progress, he shall take such steps as required to improve his/her progress and shall submit his/her revised network diagram to demonstrate the manner in which the lost progress will be regained, all without additional cost to Owner. If Owner desires to accelerate the schedule for completion earlier than that shown in Subparagraph .6 above, and this necessitates premium time, payment for this acceleration will be determined in accordance with Contract Documents.
- .8 In the event that the Contractor fails to submit network diagrams and monthly progress reports for verification of project progress, the Owner may withhold progress payments until such time as the required diagrams and/or reports are submitted.
- .9 The Contractor will assign the responsibility for implementation of the scheduling functions to qualified full-time employees. The same employee(s) shall be used for submitting the updated reports throughout the construction phase of the project.
- .10 The Contractor may schedule and control his/her work, including that of his/her Subcontractors, using an alternate method in place of a CPM network diagram. Approval to use an alternate method of schedule and control must be requested in writing. A sample, indicating the amount of detail and the method of schedule and control proposed to be used, must be submitted with the request. Notification of approval or rejection of the alternate method will be made at the time of award of Contract.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1 The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good order, and marked to record all changes made during construction. These shall be available to the Architect/Engineer/Landscape Architect. The Drawings, marked to record all changes made during construction, shall be delivered to him for the Owner upon completion of the Work.

4.13 SHOP DRAWINGS AND SAMPLES

4.13.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the

Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.

- 4.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- 4.13.3 The Contractor shall review, stamp with his/her approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the Architect/Engineer/Landscape Architect as covered by Modifications. Shop Drawings and Samples shall be properly identified as specified, or as the Architect/Engineer/Landscape Architect may require. At the time of submission, the Contractor shall inform the Architect/Engineer/Landscape Architect in writing of any deviation in the Shop Drawings or Samples from the Requirements of the Contract Documents.
- 4.13.4 By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.
- 4.13.5 The Architect/Engineer/Landscape Architect will review and accept Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect/Engineer/Landscape Architect's acceptance of a separate item shall not indicate approval of an assembly in which the item functions.
- 4.13.6 The Contractor shall make any corrections required by the Architect/Engineer/Landscape Architect and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until accepted. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect/Engineer/Landscape Architect on previous submissions.
- 4.13.7 The Architect/Engineer/Landscape Architect's acceptance of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Architect/Engineer/Landscape Architect in writing of such deviation at the time of submission and the Architect/Engineer/Landscape Architect has issued written acceptance to the specific deviation, nor shall the Architect/Engineer/Landscape

Architect's acceptance relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

4.13.8 No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been accepted by the Architect/Engineer/Landscape Architect. All such portions of the Work shall be in accordance with accepted Shop Drawings and Samples.

4.13.9 Contractor shall submit one transparency and two prints of each Shop Drawing and Setting Drawing, bearing Contractor's approval stamp until final acceptance is obtained. After completion of the Architect/Engineer/Landscape Architect's review, the transparency shall be returned to the Contractor. Prints marked "RESUBMIT" shall require the original drawing to be corrected, two prints made and resubmitted for acceptance.

This procedure shall be followed until final acceptance is obtained. Upon receipt of prints marked "NO EXCEPTION TAKEN" the Contractor shall obtain and provide the number of prints, from the transparency, required for his/her distribution. The Contractor's responsibilities as hereinbefore set forth shall also apply to Shop Drawing requirements before submitting Shop Drawings (or equipment cuts) to the General Contractor.

4.14 USE OF SITE

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its several parts fit together properly, and shall not endanger any work by cutting, excavating or otherwise altering the work or any part of it.

4.16 CLEANING UP

4.16.1 The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his/her operations. If Contractor fails to remove debris promptly, Owner reserves right to cause same to be removed at Contractor's expense. Debris may not be burned on site without Owner's permission and burning permits as required by St. Louis County. All debris removed from the site shall be disposed of in a legal manner. At the completion of the work, he shall remove all his/her waste materials and rubbish from and about the project, as well as all his/her tools, construction equipment, machinery and surplus

materials, and shall clean all glass surfaces and leave the work "broom clean" or its equivalent, except as otherwise specified.

4.16.2 If the Contractor fails to clean up, the Owner may do so; and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

4.17 COMMUNICATIONS

4.17.1 The Contractor shall forward all communications to the Owner through the Architect/Engineer/Landscape Architect.

3.18 INDEMNIFICATION – See Insurance Requirements

4.19 CODE COMPLIANCE REQUIREMENTS

3.18.1 It shall be the responsibility of the Contractor to warrant that all goods, services and/or work procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and local statutes, ordinances and codes including, but not limited to, the Americans with Disabilities Act of 1990, local building, plumbing, mechanical and electrical codes.

3.18.2 It shall be the responsibility of the Contractor to comply with all applicable provisions of the St. Louis County Land Disturbance Code, Chapter 1114 of the St. Louis County Revised Ordinances, including the use of Best Management Practices.

3.18.3 Failure to comply in any manner with applicable statutes, ordinances or codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said statutes, ordinances and codes together with any costs associated with collection of said damages. Additionally, County may, at its option, cancel this contract in the event Contractor fails to comply with all applicable provisions of law.

3.18.4 The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

3.18.5 Contractor shall obtain and pay for all required permits, licenses, inspections, and approvals as required for the construction of this project.

3.18.6 This section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the specification. This section also sets forth

those notices and permits which are known to the County and which either must be applied for and received, or which must be given to governmental agencies before start of work.

3.18.7 Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his/her authorized representative.

5.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Each bidder shall submit with its bid on the form attached as part of the bid documents a list of the names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portion of the work as may be designated in the bid documents, or, if none so designated, the names of the Subcontractors proposed for the principal portions of the work.

The Subcontractors proposed shall be subject to the approval of the Architect/Engineer/Landscape Architect as provided for by this Article 5. Prior to the award of the Contract, the Architect/Engineer/Landscape Architect shall notify the successful bidder in writing if either the Owner or the Architect/Engineer/Landscape Architect, after due investigation, has reasonable objection to any person or organization on such list. Failure of the Owner or Architect/Engineer/Landscape Architect to make an objection to any person or organization on the list prior to

the award shall constitute acceptance of such person or organization.

5.2.2 If the Owner or Architect/Engineer/Landscape Architect refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or Instruction to Bidders.

5.2.3 The Contractor shall not contract with any Subcontractor or any person or organization proposed for portions of the Work designated in the bidding requirements, or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has not been accepted by the Owner and the Architect.

5.2.4 If the Owner or the Architect/Engineer/Landscape Architect requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and appropriate Change Order shall be issued.

5.2.5 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and the Architect/Engineer/Landscape Architect, unless the substitution is acceptable to the Owner and the Architect/Engineer/Landscape Architect.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate, between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- .1** preserve and protect the rights of the Owner and the Architect/Engineer/Landscape Architect under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- .2** require that such Work be performed in accordance with the requirements of the Contract Documents;

- .3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;**
- .4 require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;**
- .5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 11.2; and**
- .6 obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.**

5.4 PAYMENTS TO SUB CONTRACTORS

- 5.4.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his/her Subcontractors.**
- 5.4.2 If the Architect/Engineer/Landscape Architect fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his/her Work to the extent completed, less the retained percentage.**
- 5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 11, and he shall require each Subcontractor to make similar payments to his/her Subcontractors.**
- 5.4.4 The Architect/Engineer/Landscape Architect may, on request and at his/her discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractors.**

5.4.5 The Owner shall have no obligation to pay or to see to the payment of any moneys to any Subcontractor.

ARTICLE 6 - SEPARATE CONTRACTS

6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his/her Work with theirs.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his/her Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

6.2.3 Should the Contractor cause damage to the work or property of any separate Contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense; and if a judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees and court costs which the Owner has incurred.

6.3 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS

6.3.1 The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his/her Work, except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor, except with the written consent of the Architect/Engineer/Landscape Architect.

6.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.4 OWNER'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the

Owner may clean up and charge the cost thereof to the several contractors as the

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by all provisions of the Constitution and laws of the Federal Government and the State of Missouri, the Charter and Ordinances of St. Louis County as the same shall apply.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 Every Contractor hereunder binds himself/herself, his/her partners, successors, and legal representatives to the Owner in respect to all covenants, agreements and obligations contained in the Contract Documents. No contractor hereunder shall assign or sublet all or any part of his/her obligations or responsibilities hereunder without the written consent of the Owner, nor shall any Contractor hereunder assign any moneys due, or to become due, to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN CONSENT

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation or whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his/her employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND PAYMENT BOND

7.5.1 The Owner shall have the right, prior to signing the Contract to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such Sureties as are approved by the Owner. If such bonds are stipulated in the bidding requirements, the premiums shall be paid by the Contractor. The Contractor shall deliver the required bonds to the Owner not later than the

date of execution of the Contract; or if the Work is commenced prior thereto in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be issued.

7.5.2 The Contractor is required, as a condition precedent to the execution of the Contract, to furnish bond in a penal sum of one hundred percent (100%) of the total amount payable by the terms of the Contract.

7.5.3 The bond shall be executed on AIA Standard Form A312, two-part Performance Bond and Labor and Material Payment Bond, with the amount shown on each part equal to 100% of the total amount payable by terms of the Contract. Surety shall be a company licensed to do business in the State of Missouri and acceptable to the Owner, as found in the Federal Register, Department of Treasury listing of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and written in favor of the Owner. The Bonds furnished shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

7.5.4 The Contractor is required to notify the Surety company concerning any changes in the Contract amount which are authorized by the Owner in a written Change Order. The Change Order amount should include, under overhead expense, any additional bonding costs.

7.6 RIGHTS AND REMEDIES AND COPYRIGHTS

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

7.6.2 No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect/Engineer/Landscape Architect.

7.7.2 In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the Contractor or its employees, in the course of or under this Contract or any subcontract, the Contractor shall give prompt notice thereof to St. Louis County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the course of the performance of this Contract or any subcontract hereunder, shall be made available to the public through dedication, assignment to the Government to the United States of America, or such other means as HUD shall determine.

7.8 TESTS

7.8.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Architect/Engineer/Landscape Architect minimum 24 hour notice of its readiness and of the date arranged so the Architect/Engineer/Landscape Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.

7.8.2 If after commencement of the Work, the Architect/Engineer/Landscape Architect determines that any Work requires special inspection, testing or approval which Subparagraph 7.8.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Architect/Engineer/Landscape Architect's additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered to him to the Architect/Engineer/Landscape Architect.

7.8.4 If the Architect/Engineer/Landscape Architect wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly and, where practicable, at the source of supply.

7.8.5 Neither the observations of the Architect/Engineer/Landscape Architect in his/her Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the

Contractor from his/her obligations to perform the Work in accordance with the Contract Documents.

7.9 INTEREST OF MEMBERS OF CONGRESS

7.9.1 No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

7.10 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

7.10.1 No member, officer, or employee of the County or governing body of the locality in which the project is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the project, shall, during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

7.11 ARCHITECTURAL BARRIERS ACT

7.11.1 The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped." (See 41 CFR 101 - 19.603).

7.12 COMPLIANCE WITH AIR AND WATER ACTS

This Contract is subject to compliance by the Contractor with the Clean Water Act, as amended, 42 USC 1857 et seq., the Federal Water Control Act, as amended, 33 USC 1251 et seq., and the Regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

The Contractor and all subcontractors working thereunder shall not utilize in the performance of work under this Contract any facility listed on the list of violating facilities issued by EPA pursuant to 40 CFR 15.20.

The Contractor and all subcontractors working thereunder shall give St. Louis County prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized under the terms and conditions of said Contract is under consideration to be listed on the EPA list of violating facilities. The Contractor agrees that the requirements set forth in this paragraph will be included in every subcontract under this Contract and will take the necessary action as directed by EPA to enforce the provisions set forth above.

7.13 REPORTS AND INFORMATION

7.13.1 The Contractor, at such times and in such form as St. Louis County, and the Secretary of HUD may require, shall furnish St. Louis County, and/or the Department of Housing and Urban Development such periodic reports as it may request pertaining to the services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7.14 RECORDS AND AUDITS

7.14.1 The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by St. Louis County or the Department of HUD to assure proper accounting for all activity funds, both federal and non-federal shares. These records will be made available for audit purposes to St. Louis County, the Department of HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the St. Louis County and HUD.

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.

8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect/Engineer/Landscape Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward

expeditiously with adequate forces and shall complete it within the Contract Time.

8.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES.

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by any cause which the Owner determines may justify the delay, the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

8.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

8.4.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are Essential Conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the written "Notice to Proceed."

8.4.2 The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the times specified.

8.4.3 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every consecutive calendar day (including Saturdays, Sundays and legal holidays) that the Contractor shall be in default after the times stipulated in the Contract for substantially completing the Work.

8.4.4 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

8.4.5 It is further agreed that times are of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract and additional time is allowed for the completion

of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

Provided: that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- .1 To any preference, priority or allocation order duly issued by St. Louis County Government.
- .2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the Public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes; and
- .3 To any delays of Subcontractors of suppliers occasioned by any of the causes specified in subsections .1 and .2 and this paragraph.

8.4.6 Provided further: that the Contractor shall, within 10 days from the beginning of delay referred to in Subsections .1, .2 and .3 of Paragraph 8.4.5, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the cause of the delay. The Owner shall, within a reasonable time, render a written decision in the matter. In the event special notice is not given within the time provided herein, then the Contractor shall be deemed to have waived his/her right to make a claim.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer/Landscape Architect a schedule of values of the various portions of the Work, including quantities, if required.

9.3 PROGRESS PAYMENTS

9.3.1 At least ten days before each progress payment falls due, the Contractor shall submit to the Architect/Engineer/Landscape Architect an itemized Application for Payment, supported by such data substantiating the

Contractor's right to payment as the Owner or the Architect/Engineer/Landscape Architect may require.

- 9.3.2 If payments are to be made on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site.
- 9.3.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the Work at the site, or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 9.3.4 The County agrees to pay material costs, less normal retainage for long lead time items as listed in the Bid Form, subject to the following conditions:
- .1 Contractor to verify in the schedule of values the material costs separate from the installation costs for long lead time items.
 - .2 Contractor to carry insurance for loss or damage to these materials and shall have policy provision to pay St. Louis County directly for any loss at the replacement cost. Contractor must assume all responsibility for ordering replacements, if necessary.
 - .3 Materials may be ordered after County approval of Shop Drawings as provided in General Conditions of the Contract for Construction, Article 4, Section 4.13, Shop Drawings and Samples.
 - .4 Contractor shall provide a safe, secure and weather-protected storage area which shall be located in the metropolitan St. Louis Area.
 - .5 Contractor must permit St. Louis County to make an inspection of the stored material and take a physical inventory, if needed.
 - .6 All claims for payment of stored materials to indicate storage location and a delivery ticket with detailed itemization. Evidence of Contractor

or Sub-contractor payments to equipment suppliers must be verified by waivers of lien.

- .7 Contractor will be required to assume all storage costs and shipping costs for transferring material from warehouse to jobsite at the appropriate time.
- .8 Partial payment for long lead time items does not indicate acceptance by St. Louis County as far as guarantees on performance are concerned; such guarantees would only take effect after the item is installed in its final location in the park, and has been inspected and accepted by St. Louis County.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 If the Contractor has made Application for Payment as above, the Architect/Engineer/Landscape Architect will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his/her reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer/Landscape Architect to the Owner, based on his/her observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his/her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his/her Certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the Architect/Engineer/Landscape Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.6.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect/Engineer/Landscape Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.4.3 After the Architect/Engineer/Landscape Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in this Agreement.

9.4.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

9.5.1 The Architect/Engineer/Landscape Architect may decline to approve an Application for Payment and may withhold his/her Certificate in whole or in part if in his/her opinion he is unable to make representation to the Owner as provided in Subparagraph 9.4.2. The Architect/Engineer/Landscape Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence of subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his/her opinion to protect the Owner from loss because of:

- .1 Defective work not remedied.
- .2 Third party claims filed or reasonable evidence indicating probable filing of such claims.
- .3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- .4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.
- .5 Damage to another contractor.
- .6 Reasonable indication that the Work will not be completed within the Contract time.
- .7 Unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

9.6.1 When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Architect/Engineer/Landscape Architect, a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect/Engineer/Landscape Architect, on the

basis of an inspection, determines that the Work is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and Contractor for maintenance, heat, utilities and insurance and shall fix the time within which the Contractor shall complete the items listed therein, said time to be within the Contract Time unless extended pursuant to Paragraph 8.3. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.6.2 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer/Landscape Architect will promptly make such inspection, and when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his/her knowledge, information and belief, and on the basis of his/her observation and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.
- 9.6.3 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner waivers of lien arising out of the Contract, an affidavit that waivers include all the labor, materials and equipment for which a lien could be filed and that all payrolls, bills for material and equipment and other indebtedness connected with the Work for which the Owner or his/her property might in any way be responsible have been paid, consent of Surety to final payment; and such other data establishing payment of all such obligations as the Owner may require. If any item remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled pay in discharging such a lien, including all costs and attorney's fees. Waivers of Lien will be submitted with each monthly application for payment, except the first. The second and each subsequent application will be accompanied by waivers covering the full amount paid by the Owner the previous month, and in no case shall more than 30 days elapse between receipt of payment and submission of waivers.
- 9.6.4 If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Architect/Engineer/Landscape Architect so confirms, the Owner shall upon certification by the Architect/Engineer/Landscape Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished

as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due of that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer/Landscape Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.6.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special guarantees required by the Contract Documents.

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.1.2 It shall be the Contractor's responsibility to ensure that all precautions have been taken and will be maintained during and subsequent to construction to prevent surface run-off water from collecting in excavations or adjacent to completed and existing structures, running down the face of excavated or cut slopes, ponding in the construction area, or saturating the soils below foundations. The General Contractor will do all pumping necessary to keep all excavations, floors, pits and trenches free of water at all times.

10.1.3 The Contractor shall at all times provide protection against rain, wind, storms, frost and heat so as to maintain all work, materials and apparatus and fixtures free from injury or damage. At the end of each day's work, all new work likely to be damaged shall be covered. During cold weather, Contractor shall protect all work against damage. If low temperatures make it impossible to continue operations safely in spite of cold weather protection, the Contractor shall cease work and shall so notify the Architect/Engineer/Landscape Architect. Open fires will not be permitted within or adjacent to the Buildings.

10.1.4 Any Contractor who must do work over or adjacent to finished work shall protect such work in the best possible manner. Provide and use plank

runways for wheeling over finished floors; use drop cloths to protect finished work from soiling or staining.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 all employees on the Work and all other persons who may be affected thereby;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his/her Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.3 The use of explosives can be carried out only with prior written approval of the Owner, unless specifically required in a section of the Technical Specifications. Prior to the commencement of any work employing the use of any explosives, Contractor shall file copies of insurance certificates, providing for complete coverage against damage of existing property with the Owner, for approval.

10.2.4 All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect/Engineer/Landscape Architect, or anyone employed by either of them or for those acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

10.2.5 The Contractor shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents.

This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.7 The Contractor in addition to filing notification of all accidents with his/her insurance company, shall simultaneously notify and file a copy of the insurance notification with the Architect/Engineer/Landscape Architect.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his/her discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 - Changes in the Work.

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR'S INSURANCE

11.1.1 The Contractor shall purchase and maintain insurance for the duration of project that will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

1. Claims under Workers' Compensation, disability benefits and other similar employee benefits.
2. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
3. Claims for damages insured by usual personal injury, liability coverage which are sustained, (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (b) by any other person.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting from.

11.1.2 Commercial General Liability (CGL): Successful bidder agrees to maintain, for the duration of the contract, commercial general liability, (CGL) and if necessary commercial general umbrella insurance with a limit of no less than \$2,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to

this location [project]. CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. Saint Louis County shall be endorsed on the policy as additional insured. The general aggregate limit shall apply separately to this project/location, or the general aggregate shall be twice the required occurrence limit as set forth in this section. Coverage shall be provided on a primary basis.

- 11.1.3 **Business Auto Liability:** Successful bidder shall agree to maintain, for the duration of the contract, a standard ISO version of Business Automobile Liability coverage form or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Limits of not less than two million dollars per occurrence for bodily injury and property damage claims that may arise as a result of operations under this contract. The county shall be named as additional insured under the policy.
- 11.1.4 **Workers Compensation Insurance & Employers Liability:** Successful bidder shall purchase and maintain Workers Compensation Insurance with statutory limits and Employer Liability insurance for duration of the contract.
- 11.1.5 **Contractors Equipment & Tools:** **The County is not responsible for damage or loss of contractors equipment or tools for perils of theft, or standard all risk perils. The County is under no obligation to replace tools or equipment unless such damage was direct negligence of the County.**
- 11.1.6 **Cancellation of Coverage Cause:** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return requested, has been provided to the Director of Procurement, St. Louis County, 41 S. Central Ave., Clayton, MO. 63105.
- 11.1.7 **Indemnification:** To the fullest extent permitted by law, the successful bidder the bidder Shall indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fee arising out of or resulting from the performance of the bidders work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and only to the extent is caused in whole or

in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

11.2 ST. LOUIS COUNTY'S PROPERTY INSURANCE

11.2.1 St. Louis County does not provide theft or other peril coverage other than that included in. The Contractor, Subcontractor or Sub-subcontractors shall be responsible for all materials in their possession, control or on the job site until said materials are attached and become a part of the structure under construction. This applies even though payments may have been advanced by St. Louis County for said materials.

11.2.2 Shall be void on contracts where construction is limited to culverts, road work, or similar type ground level or below ground level construction. However, Contractors, Subcontractors and Sub-subcontractors shall continue to be responsible for their tools and equipment.

11.2.3 St. Louis County as Trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to St. Louis County's exercise of this power. St. Louis County as trustee shall, in that case, make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

11.3 WAIVER OF SUBROGATION: The bidder's Insurer shall agree to waive all rights of subrogation (with the exception of Workers' Compensation) against the County, its elected and appointed officials, employees, and volunteers for losses arising from work performed under this agreement.

11.4 EACH INSURANCE POLICY required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to the Director of Procurement, St. Louis County, 41 S. Central Ave., 8th Floor, Clayton, MO 63105.

ARTICLE 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Director of Procurement and No Other, without invalidating the Contract may order Changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect/Engineer/Landscape Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. Alternatively, the Change Order may be signed by the Architect/Engineer/Landscape Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

12.1.3 The cost or credit to the Owner resulting from a Change in the Work shall be reasonable, allocable in accordance with generally accepted accounting procedures consistently applied, and will be determined in one or more of the following ways:.

- .1** by mutual acceptance of a lump sum properly itemized;
- .2** by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3** by cost and a mutually acceptable fixed or percentage fee determined in the following manner:
 - a)** Extra work performed by workmen directly on the Contractor's payroll:
 - 1)** The Contractor shall be reimbursed for the actual cost of labor, supervision and material expended for the extra work, plus
 - 2)** Ten percent of the above figure after it has been adjusted by eliminating the premium portion of all overtime labor cost, for his/her overhead and profit on said extra work.
 - b)** Extra work performed by Subcontractors of the Contractor and not performed by workmen directly on the Contractor's payroll:

- 1) The Contractor shall be reimbursed for the actual cost to the Contractor of such Subcontract for extra work which has been approved by the Architect/Engineer/Landscape Architect, plus
- 2) Five percent of such actual cost, after it has been adjusted by eliminating the premium portion of all overtime labor cost, for his/her overhead and profit on said extra Subcontract work.

12.1.4 If none of the methods set forth in Subparagraph 12.1.3 is agreed upon, the Contractor, provided he receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect/Engineer/Landscape Architect and Owner on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 12.1.3.3 above, the Contractor shall keep and present, in such form as the Architect/Engineer/Landscape Architect may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the Owner, payments on account shall be made on the Architect/Engineer/Landscape Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change with results in a net decrease as confirmed by the Architect/Engineer/Landscape Architect. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

12.1.6 Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

12.1.7 If the Contractor claims that additional cost or time is involved because of (1) any written interpretation issued pursuant to

Subparagraph 1.2.5; (2) any order by the Architect/Engineer/Landscape Architect to stop the Work pursuant to Subparagraph 2.2.9 where the Contractor was not at fault; or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3, the Contractor shall make such claim as provided in Paragraph 12.2.

12.2 CLAIMS FOR ADDITIONAL COST OR TIME

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum and/or extension in the Contract Time, he shall give the Owner written notice within ten days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, and Contractor shall receive Owner's approval prior to beginning any work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with subparagraph 10.3.1. No such claim shall be valid unless so made. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Architect/Engineer/Landscape Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Copies of field orders or written orders shall be forwarded to the Director of Procurement. Such changes shall be binding on the Owner and the Contractor.

12.4 FIELD ORDERS

12.4.1 The Architect/Engineer/Landscape Architect may issue written Field Orders which interpret the Contract Documents in accordance with subparagraph 1.2.5 or which order minor changes in the Work in accordance with Paragraph 1.2.5 or which order minor changes in the Work in accordance with Paragraph 12.3 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

ARTICLE 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any Work should be covered contrary to the Specification requirements, it must be uncovered, at the request of the Architect/Engineer/Landscape

Architect, for his/her observation and replaced at the Contractor's expense.

13.1.2 If any other Work has been covered with the Architect/Engineer/Landscape Architect has not specifically requested to observe prior to being covered, the Architect/Engineer/Landscape Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect/Engineer/Landscape Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and Whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect/Engineer/Landscape Architect's additional services thereby made necessary.

13.2.2 If, within one year after the Date of Substantial Completion, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 All such defective or non-conforming Work under Subparagraphs 13.2.1 and 13.2.2 shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

13.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

13.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect/Engineer/Landscape Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the

net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 3.4.

13.2.7 The obligations of the Contractor under this Paragraph 13.2 shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor for the Architect's failure to issue a Certificate for Payment as provided in Paragraph 9.6, or for the Owner's failure to make payment thereon as provided in Paragraph 9.6, then the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss, assuming these losses meet accounting test of being reasonable allocable in accordance with generally accepted accounting procedures consistently applied, sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his/her insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect/Engineer/Landscape Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his/her surety, if any, seven day's written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Architect/Engineer/Landscape Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Architect/Engineer/Landscape Architect.

ARTICLE 15 - EMPLOYMENT

15.1 EQUAL EMPLOYMENT OPPORTUNITY

15.1.1 During the performance of this Contract the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- .2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- .3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202, of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- .4 The Contractor will comply with all provisions of Executive Order No 12246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and the rules, regulations and relevant orders of the Secretary of Labor.
- .5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- .6 The contracting agency of the Secretary of Labor may direct that any bidder or prospective contractor shall submit, as part of his/her Compliance Report, a statement in writing, signed by an authorized office or agent on behalf of any labor union or any agency referring workers or providing for supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with support information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall also certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

.7 In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedure, authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) and such remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulation (41 CFR Chapter 60) or by rules, regulations, or by order of the Secretary of Labor, or as otherwise provided by Law.

.8 The Contractor will include the provisions of the foregoing paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 supplemented by Department of Labor regulations (41 CFR Chapter 60) so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD and/or the contracting agency may direct as a means of enforcing such provision, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD and/or the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

15.2 SCHEDULE OF OCCUPATIONAL CLASSIFICATION AND MINIMUM HOURLY WAGE RATES

15.2.1 Under the Statutes of the State of Missouri, State Wage Rates will apply to this Contract.

15.2.2 Schedules of wage rates shall consist of the current wage determination and which has been applied for: Annual Wage Order No. 13, which is included in these specifications.

ARTICLE 16 - DRAWINGS

16.1 SCHEDULE OF DRAWINGS

16.1.1 Drawings listed herein are of the essence of the Contract, except as they may be amended by Addenda issued prior to the opening of bids.

15.1.2 Contract Document Drawings, TILLES PARK PARKING LOT CONSTRUCTION, Project No.P07W03

16.1.3 Contractor shall provide record drawings of all general construction work including mechanical, plumbing, and electrical work, to Owner or Architect upon completion of project.

16.1.4 Contractor shall purchase and maintain one (1) set of blue line prints of contract drawings at the site at all times. Contractor shall record all deviations to the contract drawings made necessary by field change orders, etc., during the course of the project on the blue line prints. Contractor shall purchase one (1) complete set of .003" thick Mylar reproducibles of all drawings and shall transfer all deviations from the blue line prints to the Mylar reproducibles using competent draftsman. Upon substantial completion of project and before final payment can be approved, complete "As-built" set of Mylar reproducibles and complete set of blue line prints must be submitted to Owner or Architect.

END OF GENERAL CONDITIONS

SPECIAL LABOR PROVISIONS

- 1. The Contractor shall comply in all respects with the provisions of Sections 290.210 through 290.340 R.S. Mo. 1959 as currently amended, and shall pay to all workmen performing the work under this Contract not less than the**

prevailing hourly rate of wages determined by the Department of Labor and Industrial Relations.

2. The Contractor and each subcontractor shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them, the number of hours worked by each workman, the actual wages paid therefore. The payroll records required to be so kept shall be opened to inspection by any authorized representative of the Department of Parks and Recreation or of the Department of Labor & Industrial Relations at any reasonable time and as often as may be necessary, and such records shall not be destroyed or removed from the State of Missouri for a period of one year following completion of the Contract.
3. The Contractor is advised that the prevailing hourly rate of wages is subject to change by the Department of Labor & Industrial Relations during the life of this Contract, and such change shall not be the basis of any claim by the Contractor against the County.
4. A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed under this Contract shall be kept posted in a prominent and easily accessible place at the Contract site by each Contractor and subcontractor, and such notice shall remain posted during the full time that any such workmen shall be employed under this Contract.
5. The Contractor, in accordance with Section 290.250 R.S. Mo. 1959, as currently amended, shall forfeit as a penalty to the County \$10.00 for each workman employed for each calendar day or portion thereof if such workman is paid less than the stipulated rate for any work done under this Contract by him or by any subcontractor under him and the County, in accordance with the provisions of Section 290.250 R.S. Mo. 1959, shall withhold and retain therefrom all sums and amounts due and owing as the result of any violations of Section 290.210 through 290.345 R.S. Mo. 1959.
6. The Contractor is further advised that in accordance with County's request to ascertain the prevailing hourly rate of wages for workman required to perform the work required by this Contract, and pursuant to Section 290.210 to 290.340 R.S. Mo. 1959, as currently amended, the Department of Labor and Industrial Relations Commission of Missouri, being duly informed and having considered the matter finds, determines, declares, and certifies to you and to the County the following:

- a. That the general prevailing hourly rate of wages for heavy construction work in said County for each of the crafts or types of workmen, listed on the attached rate schedules, are the prevailing straight time hourly wage rates for said County for project or construction contract named and described in the caption thereof.
- b. That the straight time hourly rates do not include any possible payments made by the contractors for pension funds or health and welfare funds, or for other purposes.
- c. That "Prevailing Hours of Labor" for all classifications of laborers, workmen, and mechanics to be employed on said contemplated construction work are eight (8) hours per day and forty (40) hours per week.
- d. That general prevailing hourly rates for legal holidays and overtime work are shown on the attached wage rate schedules for the crafts listed thereon, as certified in Annual Wage Order No. 13 is attached.

RESIDENT LABOR ON PUBLIC WORKS PROJECTS

The Contractor is advised that, if it is determined by the Missouri Division of Labor Standards that a period of excessive unemployment, as defined below, exists in the state, then this contract is subject to Section 290.290, RSMo. 1993, relating to public works contracts, and the following provisions concerning Missouri resident labor will apply.

DEFINITIONS:

- A. Laborers from non-restrictive states - Persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission.
- B. Missouri laborer - Any person who has resided in Missouri for at least thirty (30) days and intends to become or remain a Missouri resident.
- C. A period of excessive unemployment - Any month immediately following two (2) consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%), as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.
- D. Public works - Projects defined as "public works" pursuant to Section 290.210, RSMo.

The Contractor and its subcontractors shall employ only Missouri laborers and laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. This restriction does not apply to the contractor's regularly employed non-resident executive, supervisory, or technical personnel.

In all contracts involving the expenditure of Federal Aid funds, the requirements of this provision will not be enforced in such manner as to conflict with any Federal statutes or rules and regulations.

Any person who knowingly fails to use Missouri laborers or laborers from non-restrictive states as required in this provision shall be guilty of an infraction. Each separate case of failure to use Missouri laborers or laborers from non-restrictive states on this project shall constitute a separate offense.

This provision shall be enforced by the Department of Labor and Industrial Relations, which, as represented by the Attorney General, is empowered to sue for injunctive relief against the awarding of any contract or the continuation of any work under any contract at a time when the requirements of this provision are not being met.

SPECIAL CONDITIONS

1. ACCESS TO CONSTRUCTION SITE

- 1.1 The Contractor(s) must direct his/her/their traffic so as not to disturb other activities in the area.
- 1.2 Parking areas for the Contractor's work forces shall be designated by the Owner at the time of the Pre-Construction Meeting and as indicated in the construction plans.
- 1.3 The Contractor will be required to access the project site only as directed by the Owner and as indicated in construction plans.
- 1.4 The existing roads shall be open to through traffic and shall not be blocked at any time during construction.
- 1.5 The Contractor must establish his staging area totally within the designated Project Limits and/or as shown in the construction plans. For a Staging Area proposed outside of these Project Limits, expressed approval by the Owner shall be required prior to any staging area outside of the Project Limits.
- 1.6 Temporary demolition refuse area and dumpster location will be as directed by the Owner.

2. TEMPORARY FACILITIES

- 2.1 **General:** Temporary construction or facilities described hereunder shall be furnished, erected, connected, repaired, and maintained by the general contractor, at locations designated by the St. Louis County Department of Parks and Recreation.
- 2.2 **Temporary Water, Electricity and Access:**
 - 2.2.1 **Water:** General contractor shall pay the cost and furnish potable, portable temporary water supply system. If water supply is not conveniently located in immediate vicinity of construction work, Contractor shall proceed with work in a fashion which would provide for means of potable, portable temporary water supply, system, or fire prevention and protection.
 - 2.2.2 **Electricity:** General Contractor shall furnish his/her own temporary electrical service or generator for electrical services, as required. Expressed approval by the Owner shall be required prior to use of Owner's electric power. Contractor must maintain equipment in a condition acceptable to Owner.
 - 2.2.3 **Sanitary Facilities:** General Contractor shall provide portable toilets, wash facilities and drinking water fixtures if facilities

are not conveniently located in the immediate vicinity of construction work as determined by Owner. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures. Install where facilities will best serve the Project. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used materials.

Toilets shall be self-contained, single occupant units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.

Wash facilities which have potable water shall be provided at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds.

Provide containerized, tap-dispenser type bottled drinking water units for personnel.

If Owner 's sanitary facilities are used, the Contractor must maintain Owner's facilities during the construction period. The Contractor must provide toilet tissue, paper towels, paper cups and similar disposable materials for Contractor's own forces at each facility. Owner's facilities must be kept sanitized and kept clean by the Contractor on a daily basis. Expressed approval by the Owner shall be required prior to use of Owner's sanitary facilities.

1.1.4 Telephone service:

General Contractor shall provide a cellular telephone or portable two-way radio for use on site. Contractor shall furnish telephone number to Owner.

3. PRELIMINARY STAKE OUT

- 3.1 The Contractor shall verify the Project Control Points for Layout, as shown on the construction Plans prior to proceeding with the Work. The contractor shall then commence layout of the specified improvements with the attendance of the Owner's representative, at which time the project layout will be approved. The Owner's representative reserves the right to make adjustments in the layout at this time if deemed necessary and in the best interests of the County at this time.

4. INSPECTIONS

4.1 The Contractor shall arrange for and obtain all inspections as required as a part of those permits, as issued by the regulatory agencies who exercise jurisdiction over the project.

5. SURVEYING AND LAYOUT WORK

5.1 The Contractor is responsible to perform all surveying and layout work for all site improvements, if required. This work is described in more detail in Paragraph 3.2.1 on Page 6 of the General Conditions of the Contract for Construction.

6. STORAGE OF MATERIALS AND PROJECT LIMIT LINES

6.1 Storage of materials for this project shall be consistent with the provisions of Paragraphs 1.1-1.6 above and as indicated in the Construction documents.

7. EXPLANATION OF "STREAMLINE FORM" OF SPECIFICATIONS

7.1 These specifications are of the abbreviated or "Streamline" type and include incomplete sentences. Omissions of words or phrases such as "The Contractor shall"; "in conformity with"; "a"; "an"; "the"; "all"; are intentional. Omitted words and phrases shall be supplied by reference in the same manner as they are when a "note" occurs on the drawings. Words "shall be" are inferred with colon (:) is used within sentence or phrase.

7.2 The Contractor shall provide all items, articles, materials, operations, methods, listed, mentioned, or scheduled on the drawings and/or specified herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.

7.3 Reference to known standards of specifications shall mean latest edition of such specifications adopted and published at date of invitation of Bid. Reference to technical society, organization or body is made in specifications in accordance with the following abbreviations:

| | |
|---------------|--|
| AIA | American Institute of Architects |
| ACI | American Concrete Institute |
| AWS | American Welding Society |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| ASCE | American Society of Civil Engineers |

| | |
|--------------|---|
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWWA | American Water Works Association |
| AASHO | American Association of State Highway Officials |
| FS | Federal Specifications |
| IEEE | Institute of Electrical and Electronic Engineers |
| IES | Illuminating Engineering Society |
| IPCEA | Insulated Power Cable Engineers Association |
| NBFU | National Board of Fire Underwriters |
| NBS | National Bureau of Standards |
| NEC | National Electrical Code |
| NEMA | National Electrical Manufacturers' Association |
| NFPA | National Fire Protection Association |
| SPR | Simplified Practice Recommendation |
| UL | Underwriters' Laboratories |

8. MATERIAL QUANTITIES

- 8.1 Contractor shall base bid on all quantities of materials and labor required to complete the work on the bid proposal.**
- 8.2 Final payment shall be based upon the Base Bid amount of the contract for the Work specified and adjusted only by Change Order to the Contract consistent with the General Conditions to the Contract.**

9. DAMAGE TO EXISTING FACILITIES

- 9.1 Any damage to existing roads, plantings, underground utilities or other construction adjacent to the site shall be repaired or replaced at the discretion of the Owner. This shall be done in accordance with approved standards of the St. Louis County Department of Parks and Recreation at the Contractor's expense.**

10. ROADS AND STREETS

- 10.1 Contractor and each subcontractor shall be responsible for keeping all roads, streets, and other pedestrian and vehicular passageways within the area free from dirt, mud, rocks and other debris which may result from work under this Contract.**

11. PROJECT SIGNS

- 11.1 No advertising type signs will be erected on the project site.**

12. ON SITE BORROW MATERIALS

12.1 If this project requires the Contractor to bring in borrow material from an offsite source, the quantity required to construct the proposed improvements to the lines and grades as shown in the Construction Plans is to be determined by the Contractor.

13. **GEOTECHNICAL INVESTIGATIONS**

12.1 Subsurface investigations are not required for the construction of this project.

14. **ENVIRONMENTAL**

14.1 Contractor must notify Owner of any suspect asbestos containing materials and/or lead-based paint materials discovered on site during the process of this project. Any hazardous or special waste discovered must be disposed of properly and in accordance with National, State, and Local laws, regulations and ordinances and as directed by the Owner within this contract.

15. **SITE RESTORATION**

15.1 The Contractor shall provide a finish grade suitable for the seeding required at all disturbed areas. Soils should be loosened in all areas disturbed to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Remove high areas and fill in depressions. Till soil to a homogeneous mixture of fine texture free of lumps and clods.

16. **LOGO ON EQUIPMENT**

16.1 Each Contractor and subcontractor engaged in any construction on this project shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such project during the time the Contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet (20'), but the size of the lettering need not be larger than two inches (2").

16.2 In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this provision, at the main entrance of the construction project in place of affixing the required information on the equipment, so long as such sign is not in violation of any State or Federal statute, rule or regulation. Motor vehicles which are required to have similar

information affixed thereto pursuant to requirement of a regulatory agency of the State or Federal government are exempt from the provisions of this subsection.

- 16.3 The requirements of this provision shall not apply to projects for which the contract awarded is in the amount of \$250,000.00 or less.

17. TREE PROTECTION

- 17.1 All trees within the construction limits shown to be protected shall be clearly marked by Owner in the field prior to beginning clearing and construction activities. All other trees and vegetation within the construction limits shall be removed. Care shall be taken to only disturb the trees and vegetation that must be removed to construct the planned improvements. Trees and vegetation to remain shall be protected, fenced off and cared for to prevent damage. Any trees or vegetation shown to be protected that are damaged by the contractor or his subcontractors shall be repaired or replaced by the contractor with new trees and/or plants of the same type and size at no additional cost to Owner. See special provisions for Unauthorized Tree Loss and for method of determining value of loss for unauthorized removal or destruction of trees. The contractor shall hire a registered landscaping contractor to replace or refurbish the plants to requirements established by Owner. All new and protected trees and/or plants within the construction limits shall be guaranteed by the contractor to survive at least one growing season after completion of construction.

18. UNAUTHORIZED TREE LOSS

- 18.1 Unauthorized Tree Loss Value Determination: The Method of determining the value by the Owner shall be based upon a fixed rate of \$100.00 per tree caliper, to the nearest inch, as determined by the Owner, for loss for unauthorized removal or destruction of trees six (6) caliper inches and under. Trees over six (6) caliper inches will be valued as determined by the Owner.

END OF SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

**TILLES PARK
PARKING LOT CONSTRUCTION**

PROJECT NUMBER: P07W03