

## **City of Union – Parks Department**

Union, Missouri



Standard contract documents and specifications for

## **FY2024 – VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**

### **Request for Proposal**

**APRIL 2024**

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**ADVERTISEMENT FOR BID**

Sealed proposals for **FY2024 - VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING** must be received by the City of Union, Missouri on or before April 18, 2024 at 2:00 PM in the Office of the City Clerk for the City of Union, Missouri at 10 East Locust Street, Union, MO 63084. Bids received in accordance with the specifications will be opened and read in public at 2:00 PM.

The scope of work involves the supply of all essential materials, equipment, transportation, and skilled labor for the purpose of executing sealing, crack filling and striping parking spots at Veterans Memorial Park 600 Progress Parkway Union MO 63084. Specific project location and quantity of materials to be used shall be as set forth in the Plans and Specifications.

A bid package may be obtained at the office of the City Clerk, City of Union, Missouri at 10 East Locust Street, Union, MO 63084, after April 1, 2024, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

Schedule: The work would need to be completed before July 1, 2024.

Any questions or clarifications concerning this Advertisement for Bid must be submitted via email to: Chad Pohlmann, Parks Director, [parkdirector@unionmissouri.gov](mailto:parkdirector@unionmissouri.gov)

**Bidders are encouraged to schedule a site visit with [parkdirector@unionmissouri.gov](mailto:parkdirector@unionmissouri.gov) prior to submitting bid.**

Proposals must be submitted on the Bid Form provided by the City of Union and placed in a sealed envelope addressed to the City of Union bearing the name and address of the bidder and clearly marked “**FY2024 - VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**” or they will not be considered. Proposals shall be mailed or delivered to the Office of the City Clerk, City of Union, 10 East Locust, Union, Missouri 63084.

The Contractor and all subcontractors will be required to comply with all applicable State Regulations including Equal Employment Opportunities, Non-segregated Facilities, Prevailing Wage Rates and Affirmative Action Requirements, and all other work incidental thereto as described in the Contract Documents. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

The Owner reserves the right to waive any informalities or irregularities and to reject any or all bids. Each bidder must deposit with his bid security in the amount, form and subject to the conditions provided in the information for bidders. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

This Advertisement is by the order of the Mayor and Board of Alderman, City of Union, Franklin County, Missouri.

**BID FORM**

<p>Project Name: <b>FY2024 Veterans Memorial Park Asphalt Sealing and Painting</b></p> <p>Project Location: <b>Union, MO</b></p> <p>Bidder Name: _____</p> <p>Bid Time: <b>2:00 P.M.</b></p> <p>Bid Date: <b>April 18, 2024</b></p>
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To City of Union, Missouri, (hereinafter called "Owner"),

The Bidder, in accordance with the Request for Proposal for **FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING** and all other work incidental thereto as described in the Contract Documents, having examined the specifications with related documents and the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, and the requirements as to conditions of employment to be observed and minimum wage rates to be paid, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

<p>Bid Amount:</p> <p>_____</p> <p>(Amount in Words)</p>
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**ITEMIZED BID FORM**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Bid Quantity</u></b>	<b><u>Bid Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extended Cost</u></b>
1	Parking Lot 1	14,500	SQFT		
2	Parking Lot 2	39,000	SQFT		
3	Parking Lot 3	15,000	SQFT		
4	Parking Lot 4	14,200	SQFT		
5	Parking Lot 5	90,000	SQFT		
6	Roadway	60,000	SQFT		
7	Trail	34,000	SQFT		
8	Red No Parking Striping	4,000	LF		
TOTAL COST:					

**ADDENDA**

Bidder acknowledges receipt of the following addenda:

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

Addendum No.: \_\_\_\_\_ dated \_\_\_\_\_ pages \_\_\_\_\_

**ACKNOWLEDGMENTS**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

The Bidder agrees to commence Work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project as defined in **Item 24: Basis of Payment**. Bidder agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter.

The Bid Security attached hereto, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

SUBMITTED BY:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City • State • Zip

(Seal if bid by Corporation)

**INSTRUCTIONS TO BIDDERS****1 GENERAL**

The purpose of the Contract Documents is to provide for the furnishing of all equipment, materials and labor required to complete the Project as set forth herein. The successful Bidder will be required to furnish equipment, materials, and workmanship complying with the requirements of the Contract Documents.

**2 TERMS DEFINED**

A. Terms used in the Contract Documents are defined herein in GENERAL CONDITIONS, Article "Definitions."

**3 INTERPRETATION OF THE CONTRACT DOCUMENTS**

- A. The Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents.
- B. Any Bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request from the City of Union an interpretation thereof.
- C. Interpretations will be made only by addendum, duly issued, and two copies of each addendum will be delivered to each party who has received sets of these Documents.
- D. No interpretation addendum will be issued within the last three (3) days before the Bid date.
- E. The Bidder shall be solely responsible for any explanation of interpretation of the Contract Documents other than by duly issued addenda.

**4 TAXES**

A. The Owner is exempt from Missouri state sales and use taxes on materials and equipment to be incorporated in the project. Said taxes shall not be included in the Bid. The Owner will provide a Project Exemption Certification as described in Section 144.062 RSMo to the awarded contractor.

**5 TIME OF COMPLETION & LIQUIDATED DAMAGES**

- A. Bidder must agree to commence Work on or before a date to be specified in a written "Notice to Proceed" by the Owner. Bidder must agree to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter if the Work is not delivered as defined in Item 24, Basis of Payment.
- B. The Contract length includes an allowance for severe weather days.

**6 FAMILIARITY WITH SITE AND CONDITIONS**

- A. The Bidder, before submitting his proposal, shall by careful examination satisfy himself as to the following:
  - 1 Nature and location of the Work.
  - 2 Character, quality, and quantity of materials to be encountered.

- 3 Character of equipment and facilities needed prior to and during execution of the proposed Work.
- 4 General local conditions.
- 5 Requirements for maintaining existing facilities in continuous service, if necessary and required.
- 6 Existence of any other conditions which might affect the cost or time of completion of the Work.

To protect the integrity of the Bid selection process, any questions concerning this Invitation for Bid, the Bid process or Bid specifications shall be e-mailed only to [parkdirector@unionmissouri.gov](mailto:parkdirector@unionmissouri.gov) in accordance with this Invitation for Bid. Requests made over the phone will not be answered.

**Bidders are encouraged to schedule a site visit with [parkdirector@unionmissouri.gov](mailto:parkdirector@unionmissouri.gov) prior to submitting bid.**

- B. Filing the proposal shall confirm that the examination of the site and conditions have been made by Bidder and the existing conditions accepted by him.

## **7 METHOD OF BIDDING**

The method of bidding shall be on a unit price basis. The extensions for the unit prices shall be totaled and this total amount will be used to compare bids. The bid units are indicated in the Bid Proposal.

## **8 PROPOSALS**

- A. Prospective Bidders are furnished one copy of the Contract Documents. This copy shall be used for the formal Bid.
- B. PROPOSAL shall be filled out in detail, in ink, and signed.
- C. Partnership Bids shall be signed with partnership name, by a member of the partnership, or by an authorized representative, followed by the signature and title of the person signing.
- D. Corporation Bids shall be signed with the name of corporation, followed by the signature and title of the president, secretary, or other person authorized to bind the corporation.
- E. Names of all persons signing shall be printed below their signatures.
- F. Bidding documents shall be sealed in an envelope marked with the contract title and the name and address of the Bidder.
- G. Bidders shall deliver the sealed proposal to the address designated in the ADVERTISEMENT FOR BIDS.
- H. Bidders may modify proposals by telephonic or facsimile communication provided such communication is received prior to the time fixed for opening. The telephonic or facsimile communication should not reveal the amended Bid price, but should provide only the addition, subtraction or other modification to the proposal submitted. Written confirmation



must be received within two (2) days from the date of opening or no consideration will be given the telephonic or facsimile modification in evaluating the Bids.

## **9 MODIFICATION OR WITHDRAWAL OF BID**

- A.** Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder.
- B.** A bid may not be modified or withdrawn or cancelled within a period of sixty (60) days following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

## **10 SUBCONTRACTORS AND SUPPLIERS**

- A.** Bidders shall complete the “Subcontractor Approval Form” for each proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Project.
- B.** The Owner will consider this information in determining whether award of the contract to the lowest and best bid is in its best interest. No change in Subcontractor(s) will be permitted after award without the Owner's written approval.

## **11 EXPERIENCE AND FINANCIAL STATEMENTS**

- A.** Pre-qualification statements are not required of the Bidders.
- B.** Bidders may be requested to submit financial and experience statements subsequent to the opening of Bids or award of contract, together with such information as may be required to determine that the contemplated awardee is fully qualified to receive the award. Such statements and information shall be made immediately available upon the Owner's request.

## **12 AWARD OF CONTRACT**

- A.** The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the Owner.
- B.** The contract will be awarded to the best and most responsive, responsible bidder submitting the lowest bid.
- C.** In awarding the contract, the Owner may take into consideration the ability to promptly handle the additional work, skill, facilities, capacity, experience, ability, responsibility, previous work and financial standing of Bidder; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his proposal.

## **13 CONTRACT**

The contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agency, or employee of the owner or by any other person.

#### **14 PROPOSAL GUARANTEE**

Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a Cashier's Check drawn on an acceptable Missouri Bank or Trust Company, or an acceptable Bid Bond, in an amount of not less than five percent (5%) of the total Bid. The proposal guarantee shall be made payable without condition to:

City of Union  
City Administrator  
10 East Locust Street  
Union, Missouri 63084

The amount of the check or bid bond may be retained by and forfeited to said Owner as liquidated damages if such proposal is awarded, and the Bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

#### **15 RETURN OF PROPOSAL GUARANTEE**

The proposal guarantee deposit of the Bidder will be returned when and in case his proposal is rejected. The proposal guarantee deposit of the Bidder to whom a contract award is made will be returned provided and when said successful Bidder executes a contract and files satisfactory Bonds as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period not to exceed thirty (30) days pending the execution of the Contract and Bonds by the successful Bidder.

#### **16 BONDS**

- A.** The Contractor to whom the Work is awarded will be required by the Owner to furnish performance and payment Bonds to the Owner in an amount equal to one hundred percent (100%) of the amount of the contract so awarded.
- B.** Each Bond shall be executed on the form attached hereto, signed by a surety company authorized to do business in the State of Missouri and acceptable as surety to the Owner.
- C.** With each Bond there shall be filed with the Owner one copy of a "Power of Attorney," certified to include the date of Bond.
- D.** Said payment and performance bond shall serve as security for the faithful performance of this Contract by Contractor, including warranty provisions, and for the payment of all material costs and insurance.
- E.** Premiums required hereby and for the payment of all persons performing labor and furnishing materials in connection with this Contract, whether by subcontractor or otherwise. The premiums on said payment and performance bond shall be paid by Contractor. If, at any time, owner shall become dissatisfied for good cause with any surety

or sureties then upon the payment and performance bond, or if for any other reason said bond shall cease to be adequate security for owner, Contractor shall, within ten days after notice from owner to do so, substitute an acceptable bond in such form and signed by such other sureties as may be satisfactory to owner. No payments from owner to Contractor pursuant to this Contract shall be deemed due or payable by owner until such bond, with satisfactory sureties, is on file with owner.

**17 INSURANCE**

- A. The Contractor will be required to carry insurance as required and in the amount herein contained, during the lifetime of this contract. Certification of insurance coverage shall be filed with and approved by the Owner prior to start of construction.

**18 SPECIFICATIONS**

- A. The successful bidder will be provided up to three (3) sets of Specifications, in addition to the bid set. Any extra sets may be purchased from the Engineer for \$50.00 per set.
- B. The delivery dates of materials and earliest possible starting dates shall be stated in definite terms, as they will be taken into consideration in making the award.

**19 SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1945 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations Section 15 1 8 as published in the "Federal Register," Volume 36, Number 75, April 17, 1971
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including, employees) and property.
- C. Maintain at his/her office or other well known place at the Job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at job site before the employer has made a standing arrangement for the removal of injured persons to a hospital or a doctor's care.
- D. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

**20 ESTIMATED QUANTITIES**

- A. The Bidder, by submitting his Bid, agrees that he is satisfied with and will, at no time, dispute the estimated quantities stated in the Bid as a proper means of comparing the Bids.

**21 BIDDING SCHEDULE**

- A. It is expressly understood and agreed that the foregoing Total Bid is the basis for establishing the amount of the Bid Security, and is for comparison of the bids only, and is not to be construed to be a lump sum proposal, and that payment will be made only upon the actual quantities of work complete in place, measured on the basis defined in the Specifications.

**22 APPROXIMATE QUANTITIES**

- A. Bids will be compared on the basis of number of units stated in the Bidding Schedule set forth in the Proposal. Such estimated quantities, while made from the best information available, are approximate only. Payment on the contract unit price items will be based on the actual number of units installed on the completed work.

**23 MEASUREMENT AND PAYMENT**

- A. MEASUREMENT OF QUANTITIES. All materials and items to be paid for on the basis of measurement shall be measured and determined by the Inspection Engineer in accordance with the Plans and Specifications, or as authorized by the Owner.
1. In accordance to Section 144.030 of the Missouri State Statutes, the Owner will not pay Missouri State Sales Tax on material, machinery, equipment, appliances, and devices used solely for the purpose of preventing, abating or monitoring water pollution.
  2. Measurements shall be in accordance with United States Standard Measures.
  3. Work or materials involved in lump sum payments will not be measured, but will be paid for in advance with the details described in the Project Plans and Specifications.
  4. Materials normally will be paid for on a volume basis. Factors for conversion from weight measurement to volume measurement will be determined by the Inspection Engineer and shall be agreed to by the Contractor before the weight basis of measurement of pay quantities will be used.
  5. Material paid for by the ton shall be weighed on a certified public scale, and a certified copy of the weight ticket shall be furnished to the Inspection Engineer in evidence of the delivered weight of the material.
  6. Trucks used to haul material being paid for by weight shall be weighed empty at such times as the Inspection Engineer directs. Each truck shall bear a plainly legible identification mark.
  7. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit price paid for the material being measured or weighed, and no additional allowance will be made therefore.
- B. LIMITATION ON PAY QUANTITIES. Quantities of materials wasted or disposed of in a manner not called for under the Contract, including rejected loads of material not unloaded from vehicles, material rejected after it has been placed, material placed outside of pay lines and

material remaining on hand after completion of the work, will not be paid for and will not be included in the final pay quantities. No compensation will be allowed for disposing of rejected or excess material.

- C. SCOPE OF PAYMENT.** The Contractor shall accept the compensation as herein provided in full payment for furnishing all materials, labor, services, supervision, tools and equipment necessary to complete the work; and for performing all work contemplated and embraced under the contract; and for loss or damage arising from the nature of the work or from the action of the elements, except as herein before provided; or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Owner; and for all risks of every description connected with the prosecution of the work; and for all expenses incurred in consequent of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Plans and Specifications. The payment of any estimate or of any retained percentage shall not relieve the Contractor of any obligation to replace or to make good any defective work or material.

## **24 BASIS OF PAYMENT**

- A. GENERAL.** All material and work specified under this Contract shall be paid for as outlined and bid in the Bid Proposal. Prices for each item shall include the furnishing and installation of all materials required for the complete workable unit including excavation and providing all necessary barricades and traffic control to complete the project as outlined in the Plans and Specifications.
- B. Unit price items shall not exceed contract quantities unless prior written approval from the Engineer is given to the Contractor.**
- 1. PARKING LOT 1.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling, seal coat application and striping installation. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
  - 2. PARKING LOT 2.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling, seal coat application and striping installation. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
  - 3. PARKING LOT 3.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling, seal coat application and striping installation. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
  - 4. PARKING LOT 4.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and

incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling, seal coat application and striping installation. Payment will be on a square foot basis as outlined in the Bid Proposal Form.

5. **PARKING LOT 5.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling, seal coat application and striping installation. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
6. **ROADWAY.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling and seal coat application on the two main roadways connecting the parking lots. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
7. **TRAIL.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Contract work will consist of crack filling and seal coat application of perimeter walking trail. Payment will be on a square foot basis as outlined in the Bid Proposal Form.
8. **RED “NO PARKING” STRIPING.** Work shall consist of providing all labor, equipment, materials, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with specification. Payment will be on a square foot basis as outlined in the Bid Proposal Form.

## **25 SCOPE CHANGES**

- A. The City reserves the right to remove a portion of the work if insufficient funds are available to cover the entire amount of the bid.

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto The City of Union, Missouri as Owner in the penal sum of

\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and hereby  
made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

NOW, THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety By:

By: \_\_\_\_\_

**IMPORTANT.** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 545 as amended) and be authorized to transact business in the state where the project is located.



**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Contractor," and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto City of Union, Franklin County, Missouri, hereinafter referred to as "Owner," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the aforesaid Owner, we bind ourselves and our heirs, personal representatives, successors, and assigns, jointly and severally, by these presents:

WHEREAS, on the \_\_\_ day of \_\_\_\_\_, 20\_\_ the above named Contractor entered into a written contract with the aforesaid Owner for furnishing materials, supplies and equipment not furnished by the Owner, construction tools, equipment and plant, and the performance of all necessary labor, for and in connection with the construction of certain improvements designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Contract Drawings and Specifications therefore, a copy of the said Contract being attached hereto and made a part hereof, and

WHEREAS, it was a condition of the Contract award by the Owner that these presents be executed by the Contractor and Surety aforesaid;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, the Conditions, Specifications, Drawings and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that if the said Contractor shall fall to pay all just claims and demands by, or in behalf of, any employee or other person, or any firm, association or corporation, for labor performed or materials, supplies or equipment furnished used or consumed by said Contractor or his, their, or its subcontractor or subcontractors in the performance of the work contracted to be done, then and in that event the aforesaid Surety will pay the full value of any and all such claims or demands in any total amount not exceeding the amount of this obligation, together with interest as provided by law.

THE UNDERSIGNED SURETY, for value received, hereby stipulates and agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications or other Contract Document accompanying same, shall in any way affect its obligation on this bond, and said surety does hereby waive notice of any such extension of time, change, addition or modification.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact thereunto duly authorized so to do, at \_\_\_\_\_ on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_ (seal)

\_\_\_\_\_  
(Surety Company)

By: \_\_\_\_\_ (seal)  
(Attorney-in-fact)

(Accompany this bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ \*(sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Name	Title	Signature
------	-------	-----------

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Notary Seal:

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed Bid Proposal.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Bidder Business Address

\_\_\_\_\_  
City • State • Zip

The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Name and Address of Subcontractor which the Contractor Anticipates Utilizing	Nature of Participation	Value of Subcontractor (\$)
Total Value Subcontracted:		
Total Bid Amount:		
Subcontractor Utilization as a % of Total Bid Amount, (A/B x 100):		

\_\_\_\_\_  
Authorized Bidder Representative Name

\_\_\_\_\_  
Authorized Bidder Representative Signature

\_\_\_\_\_  
Date

**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the test of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

\_\_\_\_\_

\_\_\_\_\_

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE TO BIDDERS REGARDING STATE IMMIGRATION LAW**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ and unauthorized alien to perform work within the state of Missouri.

<http://oa.mo.gov/purch/vendorinfo/employ.pdf>  
<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

Pursuant to RSMo 285.530, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- Submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFADAVIT (attached)
- Submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at <http://www.dhs.gov>

The contractor understands and agrees that by signing the RFB document or contract they certify that:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of the is requirement or the applicable state, federal and local laws and regulations, and if the City of Union has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the city shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the city.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



Company ID Number: \_\_\_\_\_

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I PURPOSE  
AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_ (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

- 1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.



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2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the

Company ID Number: \_\_\_\_\_

Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888- 464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal

Company ID Number: \_\_\_\_\_

action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE EMPLOYER**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R.

§ 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print

Company ID Number: \_\_\_\_\_

the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

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10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. §274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination

Company ID Number: \_\_\_\_\_

provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division,

U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or

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publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such

Company ID Number: \_\_\_\_\_

verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551)



Company ID Number: \_\_\_\_\_

that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

Company ID Number: \_\_\_\_\_

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as maybe authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS

Company ID Number: \_\_\_\_\_

determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

1. The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

**A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

Company ID Number: \_\_\_\_\_

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766,

U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
  8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for

Company ID Number: \_\_\_\_\_

case updates.

#### ARTICLE IV SERVICE PROVISIONS

##### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

#### ARTICLE V MODIFICATION AND TERMINATION

##### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

##### B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify

Company ID Number: \_\_\_\_\_

participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI  
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: \_\_\_\_\_

Approved by:

<b>E-Verify Employer Agent</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: \_\_\_\_\_

<b>Information Required for E-Verify</b>		
Information relating to your Company:		
Company Name:		
Company Facility Address:		
Company Alternate Address:		
County or Parish:		
Employer Identification Number:		
North American Industry Classification Systems Code:		
Parent Company:		
Number of Employees:		
Number of Sites Verified for:		
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:		
State	Number of Sites	Site(s)



Company ID Number: \_\_\_\_\_

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

**SIGNATURE AND IDENTITY OF BIDDER**

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

( ) sole individual      ( ) partnership      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated: \_\_\_\_\_

Name of individual, all partners, or joint ventures:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri:

\_\_\_\_\_  
(If using a fictitious name, show this name above in addition to legal names)

\_\_\_\_\_

\_\_\_\_\_  
(If a corporation, show its name above)

\_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary Title

\_\_\_\_\_

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo.

**INSTRUCTIONS FOR EXECUTING CONTRACT**

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate. If the Contractor is a corporation, the following certificate shall be executed:

“I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.”

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

**CONTRACT AGREEMENT****FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**

This Contract made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of Union, Missouri**, hereinafter called OWNER, and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called the CONTRACTOR.

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared Specifications and other Contract Documents for the Work herein described, and has approved and adopted these Contract Documents and has invited proposals for furnishing materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract, and

WHEREAS, the Contractor, in response to the invitation, submitted to the Owner, in the manner and at the time specified, a proposal in accordance with the terms of the contract, and,

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the best Bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW, THEREFORE, the Owner and Contract for the consideration hereinafter set forth, agrees as follows:

1. The Contractor Agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned.
2. Contract Time and Liquidated Damages. Bidder must agree to commence Work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by July 1, 2024. Bidder must agree to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter until the job is completed, accepted and approved by the Engineer.
3. Subcontractors. The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any Subcontractor and the Owner.
4. The Owner Agrees to pay, and the Contractor agrees to accept, in payment for the performance of this Contract: The amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
 (Amount shall be in both words and figures. In case of a discrepancy, the amount shown in words will govern.)

5. Contract Documents and Order of Precedence. The Contract is comprised of the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with

the provisions of another Contract Document, the documents shall be given precedence as provided in the General Conditions of the Specifications.

- A. Contract for FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING in the City of Union, Franklin County, Missouri dated \_\_\_\_\_.
  - B. Bid Proposal for FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING in the City of Union, Franklin County, Missouri dated \_\_\_\_\_.
  - C. Specifications and Contract Documents for FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING in the City of Union, Franklin County, Missouri.
  - D. Plans for FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING in the City of Union, Franklin County, Missouri.
6. Authority and Responsibility of the Engineer. All Work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Contract Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
  7. Royalties, Patents. Licenses and Fees. The Contractor agrees to pay for all royalties, patents, licenses and fees required to complete the Project and further agrees to defend all suits or claims for infringement on any patent right and to save the Owner and it's agents harmless from loss or expense, including legal fees, on account thereof.
  8. Contractor has executed and delivered to Owner a payment and performance bond in an amount equal to the contract price, and has obtained the execution of said bond by a corporate surety company. Said payment and performance bond shall serve as security for the faithful performance of this Contract by Contractor, including warranty provisions, and for the payment of all material costs and insurance premiums required hereby and for the payment of all persons performing labor and furnishing materials in connection with this Contract, whether by subcontractor or other-wise. The premiums on said payment and performance bond shall be paid by Contractor. If, at any time, Owner shall become dissatisfied for good cause with any surety or sureties then upon the payment and performance bond, or if for any other reason said bond shall cease to be adequate security for Owner, Contractor shall, within ten (10) days after notice from Owner to do so, substitute an acceptable bond in such form and signed by such other sureties as may be satisfactory to Owner. No payments from Owner to Contractor pursuant to this Contract shall be deemed due or payable by Owner until such bond, with satisfactory sureties, is on file with Owner.

**OWNER INFORMATION**

**CONTRACTOR INFORMATION**

\_\_\_\_\_  
City of Union, MO  
Owner

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City • State • Zip

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**NOTICE OF AWARD**

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: **FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_, 2024.

City of Union, MO  
 \_\_\_\_\_  
 Owner

\_\_\_\_\_  
 By

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

**ACCEPTANCE OF AWARD**

Project Description: **FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**

Receipt of this NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City • State • Zip



**NOTICE TO PROCEED**

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_

Project Description: **FY2024 VETERANS MEMORIAL PARK ASPHALT SEALING AND PAINTING**

You are hereby notified to commence WORK in accordance with the Contract Agreement dated, \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK by \_\_\_\_\_.

\_\_\_\_\_  
City of Union, MO  
Owner

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**GENERAL CONDITIONS****1 DEFINITIONS**

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- A. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- B. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- C. BONDS.** Bid, performance, and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.
- D. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- E. CONTRACT.** The written Contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Contract.
- F. CONTRACT DOCUMENT.** The Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, these General Conditions, the Specifications, Drawings, and Modifications.
- G. CONTRACT PRICE.** The total moneys payable to Contractor under the Contract Documents.
- 1. CONTRACT TIME.** The number of days stated in the Contract for the completion of the Work.
- H. CONTRACTOR.** The person, firm or corporation with whom the Contract is made by the Owner.
- I. DAY.** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
- J. DRAWINGS.** The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents
- K. ENGINEER.** City of Union, City Engineer.
- L. FIELD ORDER.** A written order issued by Engineer, which clarifies or interprets the Contract Documents.
- M. MODIFICATION.** (A) A written amendment of the Contract Documents signed by both parties; (B) A Change Order; (C) A written clarification or interpretation issued by Engineer; or (D) A written order for a minor change or alteration in the Work issued by Engineer. A Modification may only be issued after execution of the Contract.

- N. NOTICE OF AWARD.** The written notice by the Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Contract to him.
- O. NOTICE TO PROCEED.** A written notice given by Owner to Contractor (with copy of Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.
- P. OWNER.** City of Union, Franklin County, Missouri.
- Q. PROJECT.** The entire construction to be performed as provided in the Contract Documents.
- R. RESIDENT PROJECT ENGINEER.** The authorized representative of Engineer who is assigned to the Project site or any part thereof
- S. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions or materials, equipment, construction systems, standards and workmanship as applied to the Work.
- T. SUBCONTRACTOR.** A person, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- U. SUBSTANTIAL COMPLETION.** The date as certified by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.
- V. WORK.** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof
- W. WORKING DAY.** A calendar day excluding Saturdays and Sundays where conditions are appropriate for Work as determined by the Engineer.

## **2 PROGRESS SCHEDULES**

Within ten (10) days after execution of the Contract, the Contractor will submit to the Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work.

## **3 DELIVERY OF BONDS**

When the Contractor delivers the executed Contract to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish.

## **4 CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

- A.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents

comprise the entire agreement between the Owner and the Contractor. They may be altered only by a Modification.

- B.** The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Contract, Specifications, and Drawings. Figure Dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

## **5 SPECIFICATIONS AND DRAWINGS**

- A.** COPIES. The Owner will furnish to the Contractor up to three copies of the Specifications and Drawings necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- B.** RECORD DOCUMENTS. The Contractor will keep one record copy of all Specifications, Drawings, Addenda, and Modifications at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project.

## **6 SUBCONTRACTS**

- A.** RESPONSIBILITY OF CONTRACTOR. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable, to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer or any obligation on the part of the Owner or the Engineer to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law.
- B.** SUBCONTRACT PROVISIONS. All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. The Contractor will pay each Subcontractor a just share of any insurance moneys received by the Contractor.

## **7 PATENT FEES AND ROYALTIES**

- A.** The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device, which is subject to, patent rights or copyrights held

by others. He will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringements of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

## **8 PERMITS, LAWS, AND REGULATIONS**

A. The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work.

## **9 AVAILABILITY OF LANDS**

A. The Owner will provide the lands upon which the Work is to be done, rights of way for access thereto, and such other lands, which are designated for the use of the Contractor. The Contractor will confine his equipment, the storage of materials and equipment and the operations of his workmen to areas so designated and shall not unreasonably encumber the premises with materials or equipment.

## **10 PHYSICAL AND SUBSURFACE CONDITIONS**

A. The Owner will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests. The Contractor will promptly notify the Owner and the Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

B. Each Bidder should satisfy himself before submitting his Bid, as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.

C. Each Bidder before submitting his Bid should obtain necessary data as to access highway and railroad facilities. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for completion of work.

## **11 SAFETY PROVISIONS**

A. Necessary precautions to protect the life and health of all persons employed on the Project shall be taken at all times. The latest accepted accident prevention methods shall be used and necessary safety devices and safeguards needed to comply with the requirements and regulations of the Occupational Safety and Health Act (OSHA) shall be provided.

- B. BARRICADES & WARNING DEVICES.** Barricades, signs, lights, watchmen, and barriers other than barricades, as may be necessary to properly protect the Work and provide for public safety, shall be provided by the Contractor.

## **12 PRESERVATION OF MONUMENTS AND SIGNS**

- A.** Land monuments or property land marks shall not be disturbed or damaged until authorized by the Engineer. Signs or markers within the limits of operation shall be removed before Work is begun and replaced before the Project is completed. Such items that have been damaged shall be replaced at the expense of the Contractor.

## **13 WORK BY OTHERS**

- A.** Owner may perform additional Work related to the Project by itself, or it may let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the other Contractors who are parties to such direct contracts (or Owner, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- B.** If any part of Contractor's Work depends for proper execution or results upon the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of his Work except as to defects and deficiencies, which may appear in the other Work after the execution of his Work.
- C.** Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of Engineer and of the other Contractors whose Work will be affected.

## **14 ENGINEER'S STATUS DURING CONSTRUCTION**

- A. OWNER'S REPRESENTATIVE.** The Engineer will be Owner's representative during the construction period.
- B. VISITS TO SITE.** Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an expert and qualified design professional, he will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work of Contractors.
- C. CLARIFICATIONS AND INTERPRETATIONS.** Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of

Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor.

- D. REJECTION OF DEFECTIVE WORK.** Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection or test or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.
- E. RESIDENT PROJECT REPRESENTATIVES.** If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying out his responsibilities at the site.
- F. DECISIONS ON DISAGREEMENTS.** Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decisions; which he will render in writing within a reasonable time.
- G.** Neither Engineer's authority to act in the Contract documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.
- H.** Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- I.** Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

## **15 CONFORMITY WITH PLANS AND SPECIFICATIONS**

- A.** All Work performed and all materials furnished shall be in conformity with the lines, grades, and cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the Specifications. When manufacturers' names are used, in either the plans or specifications, they are used to establish a standard and the words "or equal," if not stated, are implied.
- B.** If the Engineer finds the materials or the finished product in which the materials are used not in conformity with the Plans and Specifications but that reasonably acceptable Work has

been produced, he will then make a determination if the Work will be accepted and remain in place. In this event, the Engineer will document the basis of acceptance.

- C. If the Engineer finds the materials, or the finished product in which the materials are used, or the Work performed have resulted in an unacceptable product, the Work or materials shall be removed and replaced or otherwise corrected.

## **16 CONTROL BY CONTRACTORS**

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall have on the Work at all times as his agent a competent superintendent who is acceptable to the Engineer and capable of reading and thoroughly understanding the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer or his authorized representative. The superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required.
- B. The Contractor shall establish a quality control system to insure conformance of all items of Work, including that of his Subcontractors, to applicable Specifications and Drawings with respect to the materials, workmanship, construction finish, functional performance, and identification. The controls shall be adequate to cover all construction operations and shall be keyed to the proposed construction sequence. This control shall be established for all construction.
- C. The Contractor's control system shall provide for inspection of each phase of Work to insure that materials and supplies are placed and installed in accordance with the Drawings and Specifications. The Contractor shall not build upon or conceal any feature or Work containing uncorrected defects.

## **17 COOPERATION WITH UTILITIES**

- A. The Contractor shall make suitable and timely written request to all utility owners, or other parties affected, to have all necessary adjustments of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction made so as not to delay the work schedule.
- B. The general location of principal water mains, sewer pipes, telephone conduits, gas mains, pole lines, and other public and private utility facilities which will affect construction operations are indicated on the plans insofar as their locations are known. Some of these utilities may remain in place; others may be removed entirely or in part by their owners for relocation elsewhere. Should there be located within the limits of construction any public or private utility facilities which are to remain in place and which will interfere with the proposed method of operation, all arrangements with their owners for any temporary or permanent removal or relocation of such facilities desired shall be made by the Contractor.
- C. Every precaution necessary to prevent damage to all public and private utility wires, lines, pipes, poles, cables, and conduits within the right of way shall be made.



- D.** It is understood and agreed that the Contractor has considered in his Bid all of the permanent and temporary utility appurtenances in their present or relocated position whether or not shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them. When the failure of the owners of the utility facilities to cooperate and coordinate their Work with that of the Contractor results in actual delay to the Contractor in the over-all completion of his Work, such delay will be considered in the count of Working Days or date specified for completion, provided the Contractor notified the Engineer in writing of the delay at the time it occur-red.

## **18 CONSTRUCTION STAKES, LINES AND GRADES**

- A.** The Engineer shall provide the field control and benchmarks by and in accordance with which the Contractor shall establish other necessary controls and perform the Work.
- B.** The Engineer shall set construction stakes establishing lines, slopes, profile grades and centerlines.

## **19 INSPECTION OF WORK**

- A.** All materials and each part or detail of the Work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B.** If the Engineer requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering and making good of the parts removed, shall be the Contractor's expense.
- C.** No Work shall be done and no materials shall be used without suitable inspection by the Engineer. Any Work done or materials used without supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.
- D.** All construction and materials, which have been rejected or declared unsatisfactory, shall be remedied or removed and replaced in an acceptable manner by the Contractor at his expense.
- E.** Until Work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his expense, any lost or stolen material, and all injuries or damages to any portion of the Work before its completion and acceptance caused by the action of the elements or for any other reason. The Owner may, at its discretion, make such adjustments as it considers to be proper for damage to the Work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of, the Contractor.

- F. Proper facilities must be provided to the Work wherever it is in preparation or progress for access and inspection by the City of Union, Missouri.

## **20 CHANGES IN THE WORK**

- A. **CHANGE ORDERS.** Without invalidating the Contract, the Owner may, at any time, or from time to time, order additions, deletions or revisions in the Work. These will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Sections 21 and 22. The owner or contractor may request the change order. The change order shall be agreed upon prior to the performance of the work requiring the change order.
- B. **FIELD ORDERS.** The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Section 21.
- C. **UNAUTHORIZED WORK.** Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract time.

## **21 CHANGE OF CONTRACT PRICE**

- A. **ADJUSTMENTS.** The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be in writing and delivered to the Owner and the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- B. **DETERMINATION OF AMOUNT.** The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by the application of unit price to the quantity of the items involved.
  2. By mutual acceptance of a lump sum.
  3. By cost and mutually acceptable fixed amount for overhead and profit.
  4. If none of the above methods are agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workers' compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for Contractor's combined overhead and profit shall be as follows:

- a. For all such Work done by his own organization, the Contractor may add up to ten (10) percent of his actual net increase in cost, and
- b. For all such work done by Subcontractors, each Subcontractor may add up to ten (10) percent of his actual net increase in costs for combined overhead and profit and the Contractor may add up to five (5) percent of the Subcontractor's total for his combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

## **22 CHANGE OF THE CONTRACT TIME**

- A. **ADJUSTMENTS.** The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing and delivered to the Owner and the Engineer within ten (10) days of the occurrence of the event giving rise to the claim.
- B. **ALLOWABLE CHANGES.** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be restricted to, acts of neglect by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

## **23 WARRANTY & GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- A. The Contractor warrants and guarantees to the Owner and the Engineer that all Work will be of good quality and free from faults or defects in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals for a period of one year after date of final acceptance of the work, unless a longer period of time is specified in the Contract Documents. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents or of such inspections, test, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- B. If required by the Engineer prior to approval of final payment, the Contractor will promptly without cost to the Owner and as required by the Engineer either correct any defective Work, whether or not installed or completed, or if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price.
- C. If, instead of requiring correction or removal and replacement of defective Work, the Owner (and prior to approval of final payment, also the Engineer) prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including

appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

- D. Any and all manufacturers' warranties or guarantees on equipment, materials and/or labor used in the work shall be transferred to the Owner.

## **24 PAYMENT AND COMPLETION**

- A. **BASIS OF CONTRACT PRICE.** The Contract Price shall be for the approved total of the unit price extensions shown on the Bid Proposal.
- B. **APPLICATION FOR PROGRESS PAYMENTS.** At least ten (10) days prior to submitting the first Application for a Progress Payment, the Contractor will submit a schedule of values of the Work, including quantities and unit prices, aggregating the Contract Price. This schedule shall be satisfactory in form and substance to the Engineer and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the Engineer, it shall be incorporated into the form of Application for Payment approved by the Engineer.
- C. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer for review the Applications for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as may be reasonably required.
- D. The Contractor shall submit Lien Waivers for all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not; 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 is retained by the Seller or otherwise imposed by the Contractor or such other person.
- E. The Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Owner or return the Application to the Contractor indicating in writing his reasons for refusing to approve payment. In the later case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will, within thirty (30) days of presentation to him of an approved Application for Payment, pay the Contractor the amount approved by the Engineer.
- F. Ten (10) percent of each and every progress payment shall be withheld by the Owner and shall not be paid until such time as Final Payment is made.

## **25 APPROVAL OF PAYMENTS**

- A. The Engineer's approval of any payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his 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 Project upon Substantial Completion, to the results

of any subsequent tests called for in the Contract Documents and to any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Engineer shall not thereby be deemed to have represented that he made an exhaustive or continuous on-site inspection to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Price.

- B.** The Engineer's approval of final payment shall constitute an additional representation by him to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in Paragraph 28 have been fulfilled.
- C.** The Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the Owner. He may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:
  - 1. The Work is defective,
  - 2. Claims have been filed or there is reasonable evidence indicating the probable filing thereof,
  - 3. The Contract Price has been reduced because of Modifications,
  - 4. The Owner has been required to correct defective Work or complete the Work, or
  - 5. The Contractor has not satisfactorily prosecuted the Work, including clean up as required by Section 33.

## **26 SUBSTANTIAL COMPLETION**

- A.** Prior to final payment, the Contractor may, in writing to the Owner and the Engineer, certify that the entire Project is substantially complete and request that the Engineer issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, Contractor, and Engineer will make an inspection of the Project to determine the status of completion. If the Engineer does not consider the Project substantially complete, he will notify the Contractor in writing giving his reasons therefor. If the Engineer considers the Project substantially complete, he will prepare and deliver to the Owner a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the Owner and the Contractor for maintenance of the Project. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. The Owner shall have seven (7) days after receipt of the tentative certificate during which it may make written objection to the Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the Project is not substantially complete, he may notify the Contractor in writing, stating his reasons therefor. If, after said seven (7) days and after consideration of the Owner's objections, the Engineer considers the

Project substantially complete, he will execute and deliver to the Owner and the Contractor a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from the Owner.

## **27 FINAL PAYMENT**

- A. FINAL INSPECTION.** Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection with the Owner and Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects. The contractor shall return one set of construction plans with the as-built location for any construction clearly shown.
- B. FINAL APPLICATION FOR PAYMENT.** After the Contractor has completed any such corrections to the satisfaction of the Engineer and as required by the Contract Documents, he may make application for final payment following the procedure for Progress Payments. The Final Application for Payment shall be accompanied by complete and legally effective releases or waivers (satisfactory to the Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder, and such supporting data as may be required. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any Lien.
- C. FINAL PAYMENT.** If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the Application to the Owner for payment. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to approve Final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. The Owner will, within twenty (20) days of presentation to it of an approved final Application for Payment, pay the Contractor the amount approved by the Engineer. If Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the CONTRACTOR, then shall be added to each such payment interest at the statutory rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor. The statutory rate of interest shall be as specified in Section 408.020, RSMo.

## **28 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

- A.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any

payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

## **29 INDEMNIFICATION**

- A.** The Contractor shall indemnify and save harmless the Owner, and the Engineer, their officers, agents and employees from all claims or suits made or brought for injury to persons or property caused by the **Contractor's negligence or his failure to perform** the Work in accordance with the plans and Specifications, including a reasonable allowance for attorney fees. The Owner may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the Owner.

## **30 CONTRACTOR'S INSURANCE**

- A.** The Contractor shall not commence Work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work until such insurance has been so obtained and approved. The insurance shall cover all phases of the Work including special hazards, if any, and shall not be canceled without ten (10) days prior written notice to all insured. The City of Union must be named as Additionally Insured. All endorsements and disclaimers must be attached for the insurance certificate to be accepted.
- B.** **COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in Work at the site of the Project under this Contract and, in case of any such Work sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the Project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- C.** **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE.** The Contractor shall maintain during the life of this Contract:
- 1.** Contractor's Public Liability Insurance in the amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 1,000,000 on account of any one accident.
  - 2.** Property Damage Insurance in an amount not less than \$1,000,000 per accident and \$3,000,000 aggregate.
  - 3.** Automobile Public Liability Insurance in amounts not less than \$1,000,000 per person and \$1,000,000 per occurrence and Property Damage Liability Insurance in amounts not

less than \$1,000,000 if any motor vehicles are engaged in operations within the terms of this Contract on the site of Work to be performed thereunder, covering the use of all such motor vehicles, unless such coverage is included in the insurance specified above.

- D. SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND VEHICLE LIABILITY INSURANCE.** The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph B hereof, or (2) insure the activities of his Subcontractors in his policy, specified in subparagraph B hereof.
- E. SCOPE OF INSURANCE AND SPECIAL HAZARDS.** The insurance required under subparagraphs B and C hereof shall provide adequate protection for the Contractor and his Subcontractors and shall name the Owner, Engineer, and their officers and employees as additional insureds. The insurance shall provide adequate protection against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.
- F. PROOF OF CARRYING INSURANCE.** The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any Work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before Work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without notice of ten (10) days in advance to all insureds.

### **31 USE OF EXPLOSIVES**

- A.** When explosives are used in the execution of the Work, utmost care to prevent injury to person and property shall be exercised. All explosives shall be stored and used in a safe manner and in compliance with all existing statutes and ordinances and all places used for such storage shall be marked clearly "DANGEROUS EXPLOSIVES." Persons in the vicinity of the danger area shall be warned when explosives are being used. Removal of any item or material of any nature by blasting shall be done in such a manner and at such time as to avoid damage to new or existing structures included in or adjacent to the Work.

### **32 FINAL CLEAN-UP**

- A.** Before completion, premises occupied in connection with the Work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment, and shall be left neat and presentable. All cuts and fills shall be smoothly rounded and blended into existing terrain. All property, both public and private, which may have been damaged on account of the prosecution of the Work shall be restored in an acceptable manner. All areas outside the rounding of fill slopes and backslopes, on which the existing turf is damaged, shall be restored by seeding such areas, or as directed by the Engineer.



**JOB SPECIAL PROVISIONS****Section 1 GENERAL REQUIREMENTS****1.1 Permits, Fees and Notices**

1.1.1 The contractor shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work. The Contractor is responsible for securing all applicable permits from the City; however, the City will not charge fees for permits for this project.

1.1.2 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, they shall promptly notify the City 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 City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

**1.2 Superintendent**

1.2.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project site at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. The superintendent is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The selected individual for the position of superintendent and their qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

**1.3 Work Hours.**

1.3.1 Scheduled from 7:00 AM to 4:00 PM, Monday through Friday.

1.3.2 All project-related activities shall be conducted within these designated hours.

1.3.3 Deviation from the designated working hours for activities affecting traffic requires explicit approval from the Engineer.

**1.4 Cleaning Up**

1.4.1 The Contractor shall keep the work site free from accumulation of waste materials or rubbish caused by their operations. Mud on the streets or sidewalks shall be kept to a minimum and shall be cleaned up by the end of each work day. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

1.4.2 The Contractor is responsible for securing their own project storage site which shall not be located on City Right-of-Way. After completion of the Work, the Contractor shall remove all remaining waste materials and rubbish from and about the project as well as all tools, construction equipment,

machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

1.4.3 The contractor and subcontractors shall utilize procedures recommended by the City of Union's MS4 Stormwater Management Program for cleanout of concrete trucks, tools, spillage and over pours. Under NO circumstances shall any of the above-mentioned items be washed down storm sewers or into finished turf areas.

## **Section 2 SCOPE OF WORK**

2.1 Contractors will place a visual barrier (i.e. orange hazard tape and/or traffic cones) to discourage traffic from invading the newly paved or sealed area.

2.2 The entire surface will be cleaned with a combination of power brooms, weed whackers, blowers and brushes prior to placement of sealer.

2.3 Site Access and Waste Removal: Contractor shall provide for secure and safe site during construction. As the area is in an open public space, it shall be fenced or barricaded as required. The site shall be left clear and free from open debris. Contractor shall provide either a dumpster, dump trailer, or other means of waste containment on site. The location shall be verified with the Parks Director.

2.4 Asphalt emulsion EnduraSeal Tr (or approved equal)

2.4.1 Approved Equal

2.4.1.1 Materials specified are those that have been evaluated for the specified service. Products of the EnduraSeal Tr. are listed to provide a standard of quality. Equivalent material of other manufacturers may be substituted on written approval of the owner only. Any requests for substitution shall include manufacturer's literature for each project listing the name, product number, descriptive information, and certified test data showing results to equal the performance criteria of the products listed herein. In addition, a list of ten projects shall be submitted in which each product has been used and rendered satisfactory service.

2.4.1.2 All requests for product substitutions shall be made at least five (5) days prior to the bid date of this project.

2.5 Striping - layout and stripe parking lot with same configuration and colors as current lots including all parking spaces, and cross hatched areas. Sherwin-Williams Hotline Fast Dry Latex Traffic Marking Paint or approved equal. ADA approved handicap layouts and stencils used (or approved equal).

2.5.1 Approved Equal

2.5.1.1 Materials specified are those that have been evaluated for the specified service. Equivalent material of other manufacturers may be substituted on written approval of the owner only. Any requests for substitution shall include manufacturer's literature for each project listing the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test data showing results to equal the performance criteria of the products listed herein. In addition, a list of ten projects shall be submitted in which each product has been used and rendered satisfactory service.

2.5.1.2 All requests for product substitutions shall be made at least five (5) days prior to the bid date of this project.

## 2.6 Crack Filling

2.6.1 For hairline and spider-webbed cracks (i.e. 1/8" thickness or less), squeegee-apply in 2-passes, with an approximate coverage rate of 0.10-0.20 gsy.

2.6.2 Medium cracks, less than 1/2", will be filled with hot-pour rubberized liquid at 370°F and squeegeed in with a V-shaped tool.

2.6.3 Large cracks greater than 1/2" are filled with sand followed by a layer of hot-pour rubberized liquid.

2.6.4 Extra-large cracks greater than 1" are filled with 1/4" trap rock followed by a layer of hot-pour rubberized liquid.

2.6.5 For proper adhesion and drying time, this Contractor's sealcoating material must be placed under reasonably dry conditions and at ambient and ground surface temperatures at or above 50° F.

2.6.6 The parking lot will be re-striped to duplicate the existing parking spaces, handicapped stalls, hashed areas, painted text and lines.

## 2.7 Red "No Parking" Striping

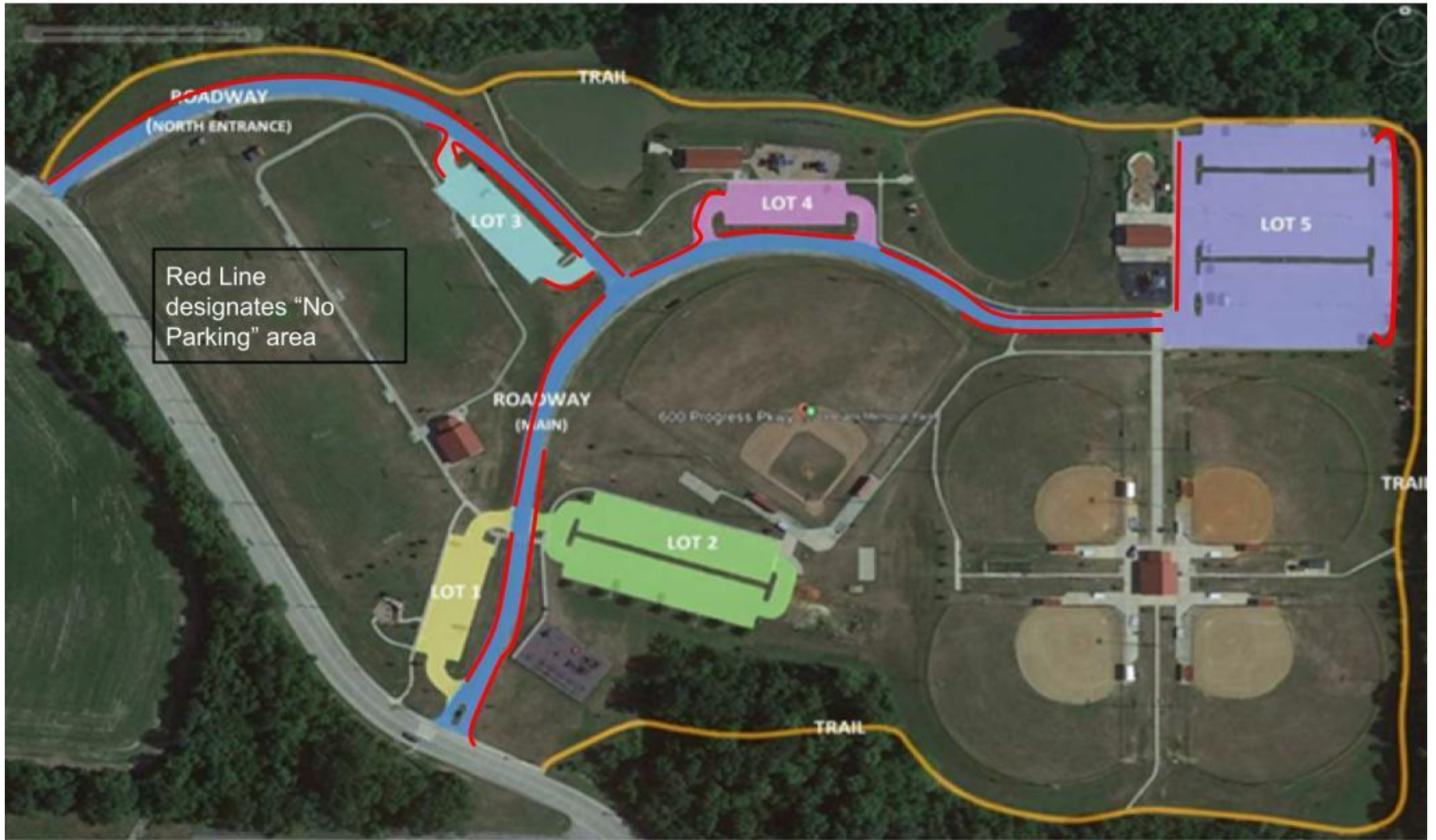
2.7.1 In areas designated in attached aerial view red striping shall be installed at the pavement edge line or on the curb. Striping shall be 6" in width. Striping color shall be submitted and approved by City Staff prior to application. Sherwin-Williams Hotline Fast Dry Latex Traffic Marking Paint or approved equal.

### 2.7.2 Approved Equal

2.7.2.1 Materials specified are those that have been evaluated for the specified service. Equivalent material of other manufacturers may be substituted on written approval of the owner only. Any requests for substitution shall include manufacturer's literature for each project listing the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test data showing results to equal the performance criteria of the products listed herein. In addition, a list of ten projects shall be submitted in which each product has been used and rendered satisfactory service.

2.7.2.2 All requests for product substitutions shall be made at least five (5) days prior to the bid date of this project.

2.8 Any subcontracting must be clearly noted in the response to the IFB. All insurance and certifications required of the bidder are also required of any subcontractor.



END OF SECTION