

NOTICE TO BIDDERS

November 17, 2015
Bolivar, MO 65613

Sealed bids will be received until 2:00 p.m. on December 1, 2015, and then publicly opened and read in City Hall, 345 South Main, Bolivar, MO, for repairs to be made to the two clarifiers located at 1801 E. Broadway (WWTP). Clarifiers 1 & 2 – are to receive new weirs, weir troughs and skimmer arm repairs.

Specifications and Bid Documents are on file and may be examined and obtained between the hours of 8:00 a.m. 5:00 p.m. Monday thru Friday at the Offices of the Public Works Director or City Clerk, City Hall, 345 South Main, Bolivar, MO, 417-326-2489.

Natalie Scrivner
City Clerk

Specs, Requirements & Bid Form

1. The contractors shall be experienced in the repair of clarifier waste water equipment repair and installation.
2. Insurance and Performance Bond Requirements \$50,000.
3. Any damage to City property to be repaired by contractor at no additional cost.
4. Bids to be received by December1, 2015 at 2:00 PM.
5. Warranty of 2 Years.
6. Equipment to be field and operationally tested for acceptance.
7. All material and installation procedures to be approved by City before work is performed.
8. Contractor to provide all parts and labor to furnish a complete job.

BID

PROPOSAL OF _____

(hereinafter called "Bidder") organized and existing under the laws of the State of

_____ doing business as _____.*

To the City of Bolivar, Missouri (hereinafter called "Owner"). In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the completion of to "***Repairs to the Waste Water Treatment Plant Clarifiers***" in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within ten calendar days following receipt of a Notice to Proceed, and to fully complete the project within the specified consecutive calendar days thereafter.

Completion Date: _____

Bidder further agrees to pay as liquidated damages, the sum of **\$100.00 for each consecutive calendar day** past completion date until completion.

Bidder acknowledges receipt of the following addenda:

*Insert “*a corporation*”, “*a partnership*”, or “*an individual*” as applicable.

The total bid for Repairs to Wastewater plant shall be:

(\$_____) lump sum complete in place.

Show bid in both words and figures. In case of discrepancy, the amount in words will govern. The above price shall include all labor and materials to cover the finished work for the improvements mentioned above.

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

The bidder further agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, same bidder shall execute the formal contract attached within ten days and deliver a Surety Bond or bonds as required in the General Conditions. The bid guaranty furnished herewith by (Certified Check) (Bid Bond) in the amount of (\$_____) equal to 5% of the lump sum bid price which I understand is to become the property of the owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the owner caused thereby.

Respectfully submitted,

Contractor

Attest: _____
Secretary

By: _____

Title: _____

Address: _____

SEAL
(If bid is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, _____
_____ as Principal,
and _____ as Surety, are
hereby held and firmly bound unto _____ as the owner in
the penal sum of _____
for the payment of which, will and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this _____ day of _____, 201____.

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.

Bid Bond Contd.

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.

_____ (L.S.)
Principal

Surety

By: _____

Items to be replaced or repaired

General:

- 1. Weirs and Weir Trough – One 27”-0” square 3/16” Stainless weir trough with adjustable V-notched weir fabricated from 3/16” Stainless plate and supported by outriggers from bridge per clarifier. Manufactured by Lakeside Equipment Corporation of Bartlett, IL. Weir plates to be Stainless V-notch, 27’ square steel weir trough with all stainless steel hardware including hanger rods. Remove from site all existing equipment removed for replacement.
 - a. All new materials must be fabricated in the United States and shall conform to the requirements of AISC Specifications for the Design.

- 2. Race Skimmer – replace all wear items associated with the two Race Skimmer per clarifier to include all Rubber, UMHW Ware Strips, Hinged Pins and Bushings as manufactured by Lake Equipment Corporation of Bartlett, IL.

	Amount
1. Weirs & Weir Trough	
2. Race Skimmer	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **City of Bolivar, Missouri**, Party of the First Part, hereinafter referred to as the “Owner”, and _____, Party of the Second Part, hereinafter referred to as the “Contractor” for as detailed in the Bid Specifications **“Waste Water Plant Repairs”**

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payment as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete all improvements as detailed in the specifications in a good and substantial manner, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. The Contractor agrees to perform all of the work described in the Contract Documents for the Total Contract Amount.

ARTICLE 3. It is hereby further agreed that in consideration of the faithful performance of this contract by the Contractor, the Owner shall pay the Contractor the compensation due him by reason of said faithful performance of the work, in the amount specified in accordance with the provisions of this Contract.

ARTICLE 4. It is hereby further agreed that, at completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 5. It is hereby further agreed that the Contractor acknowledges that Section 285.530 RSMo. prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

ARTICLE 6. It is hereby further acknowledged and agreed that the City of Bolivar has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. Whenever possible, the Contractor is requested and encouraged to use products manufactured or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.

ARTICLE 7. It is hereby further acknowledged and agreed that any of the Contractor's employees and/or subcontractors found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

ARTICLE 8. It is hereby further agreed that any reference herein to the "Contract Documents" are hereby made a part of this Agreement as fully as if set out at length herein, and that this Contract is limited to the items in the Proposal as signed by the "Contractor" and included in the "Contract Documents".

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed on the day and year first herein written, in three (3) copies, all of which to all intents and purposes shall be considered as the original.

CONTRACTOR
(Party of the Second Part)

OWNER
(Party of the First Part)

City of Bolivar, Missouri

By: _____

By: _____

Mayor

SEAL:

ATTEST:

City Clerk
Bolivar, Missouri

GENERAL CONDITIONS

CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the total amount of the contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract, and for the protection of the City and all other persons against damage by reason of negligence of the Contractor, or improper execution of the work or the use of inferior materials. This surety bond shall guarantee the payment for all labor, materials, and equipment used in the construction of the work and shall remain in full force and effect for a period of one year after the date of completion and acceptance of the improvements by the City of Bolivar. The surety on such bond shall be a duly authorized surety company satisfactory to the City of Bolivar, Missouri.

CO-ORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

These specifications, approved plans, any special provisions, and all documents affecting the work issued by the Director of Public Works to the Contractor are essential parts of the project. They are intended to be mutually complementary. In case of discrepancy, figured dimensions shall prevail over scaled dimensions. Plans shall prevail over specifications and special provisions shall prevail over both plans and specifications.

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE

The Contractor shall procure, and maintain for the life of this contract, the following:

- (a) Workmen's Compensation Insurance for all of his employees to be engaged in work under this contract.
- (b) Contractor's Public Liability Insurance in an amount not less than \$100,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$300,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000 each accident and \$300,000 aggregate.
- (c) Automobile Liability Insurance in an amount not less than \$100,000 each person, \$300,000 each accident for bodily injury or death, and \$300,000 each accident for property damage.
- (d) Owner's Protective Liability Insurance – The Contractor shall also obtain at his own expense, and deliver to the City, an Owner's Protective Liability Insurance Policy naming the City of Bolivar as being insured with the same insurance company with which the contractor carries his Contractor's Public Liability Insurance and Automobile Liability Insurance, and in like amounts.

The owner's protective policy may be the standard policy now used in the industry insuring the City of Bolivar against bodily injury or property damage caused by an occurrence and rising out of:

- (1) Operations performed for the named insured by the contractor at the location of the project, or
- (2) Acts or omissions of the City in connection with its general supervision of the operations.

Provided, however, no such owner's protective policy shall have any exclusion for bodily injury or property damage occurring after that portion of the contractor's work out of which the injury or damage arises has been put to its intended use. Nor shall any such policy be cancelable by the insurer except upon at least ten days prior written notice to the City.

- (e) In case any or all of this work is sublet, the Contractor shall require the sub-contractor to procure and maintain all insurance required in sub-paragraphs (a), (b), and (c) hereof, and in like amounts.
- (f) Scope of Insurance and Special Hazard – The insurance required under sub-paragraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his sub-contractors, respectively, 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 special hazards which may be encountered in the performance of this contract.

Paragraph (f) is construed to require the procurement of contractor's protective insurance (or contingent public liability and contingent property damage policies) by a general contractor whose sub-contractor has employees working on the project, unless the general public liability and property damage policy (or rider attached thereto) of the general contractor provides adequate protection against claims arising from operations by anyone directly or indirectly employed by him.

- (g) The Contractor and/or Sub-contractor shall furnish the City, prior to beginning the work, satisfactory proof of carriage of all insurance required.

All work shall be performed under the supervision of the Director of Public Works or his duly authorized assistants, agents, inspectors, or superintendents acting within the scope of the particular duties entrusted to them, in a workmanlike manner, and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner or performance, rate or progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation mutual rights between Contractors under specifications, and suspension of the work. He shall determine the amount and quality of the work performed and materials furnished, and his decision and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the Contractor to receive money due him under the Contract.

CONSTRUCTION STAKES

The Contractor shall furnish all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such stakes or markings as the Director of Public Works may require either for his own use or the Contractor's guidance shall be preserved by the Contractor until authorized by the Director of Public Works to remove same.

INSPECTION AND FINAL INSPECTION

The Director of Public Works shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to his inspection and approval.

The Director of Public Works will not make the final inspection until the work provided and contemplated by the contract has been completed and the final cleaning up performed.

SAMPLES AND TESTS OF MATERIALS

Where, in the opinion of the Director of Public Works or as called for in the specifications, tests of materials are necessary, such tests will be made at the expense of the Contractor unless otherwise provided. The failure of the City to make any tests of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications.

Tests, unless otherwise specified, shall be made in accordance with latest methods of the American Society of Testing Materials. The Contractor shall provide such facilities as the Director of Public Works may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made. The Contractor shall furnish adequate sample containers without charge.

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulations, which in any manner affect the conduct of the work, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment.

No plea of misunderstanding or ignorance thereof will be considered.

The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents, and employees against claims or liability arising from or based on the violation of any law, ordinance, regulation or order, whether by himself or employee.

PUBLIC CONVENIENCE AND SAFETY

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention and Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable law.

Materials stored about the work shall be so placed, and the work shall, at all times, be so conducted as to cause no greater obstruction to the public than is considered necessary by the Director of Public Works. The Contractor shall make provisions by bridges or otherwise at all

cross streets, highways, sidewalks, and private driveways for the free passage of pedestrians and vehicles, provided that where bridges are impracticable or unnecessary, in the opinion of the Director of Public Works, the Contractor may make arrangements satisfactory to the Director of Public Works for the diversion of traffic, and shall at his own expense, provide all material, and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed except by special permission of the Director of Public Works. The materials excavated, and the construction materials or plant used in the construction of the work, shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for telephone, telegraph, signal or electric conduits, sanitary or storm sewers, and fire alarm or police call boxes in the vicinity.

The City reserves the right to remedy any neglect on the part of the Contractor, as regards public convenience and safety, which may come to its attention after twenty-four hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the City shall be deducted from monies due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed, and when directed by the Director of Public Works, shall keep any street or streets in condition for unobstructed use by fire apparatus. The Contractor will be required to give the Traffic Division of the police Department a twenty-four hour notice of intent to cut any street in the project. This notice may be given by telephone. A separate notice must be given whenever any additional street in the contract is to be cut. Where the Contractor is required to construct, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

PROTECTION AND RESTORATION OF PROPERTY

Where the work passes over or through private property, the City will provide the right-of-way shown on plans. The Contractor shall notify the proper representatives of any public utility, corporation, any company or any individual, not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their, or his, property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be due to the provisions of the contract documents), by reason of any negligent act or omission on the part of the Contractor or the Contractor's employees or agents, or at any time due to defective work or materials, or due to his failure to reasonably or properly prosecute the work, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any such damage or injury is done to public or private property on the part of the Contractor he shall restore or have restored at his own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the Director of Public Works. In addition to the above he shall:

- (1) Cause any fences upon the real estate that may be injured or destroyed to be removed and replaced.
- (2) Cause any bushes, flowers, or shrubbery upon the real estate to be removed and replaced when necessary to avoid destruction or injury, covenanting only to use reasonable care to preserve the life and condition of same.

- (3) Cause any excavation upon the real estate to be backfilled and graded to the original grade.
- (4) Remove, insofar as reasonably possible, all debris resulting from construction, including rock.
- (5) Cause the reseeded of any disturbed area.
- (6) Preserve, insofar as reasonably possible and where it will not unreasonably interfere in the progress or the completion of the work, the life and condition of any tree upon the real estate.
- (7) Provide at reasonable times during construction, reasonable access to the public street where any excavation upon the real estate might otherwise interfere therewith.
- (8) Replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.
- (9) Cause all lot corner pins disturbed by his operation to be reset by a registered land surveyor and will file with the City a certificate from the surveyor that says pins have been reset, or agreement to reset such pins as may be later found to be disturbed.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Director of Public Works may, upon forty-eight hours written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild, or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due, or to become due, the Contractor under his contract.

It is the intention of the above paragraph that clean up shall follow immediately after and at the same rate as construction.

SHEETING, TIMBERING, OR BRACING

The Contractor shall place sheeting, timbering, or bracing, wherever necessary for the proper preserving of any excavation, embankment, or structure. Where the material is of such a character, or other conditions are such as to render it necessary, the sheeting shall be closely driven and to such depth below the lowest point of the final excavation as may be directed.

The Contractor shall be held responsible for the sufficiency of all sheeting, and proper quality, strength, placing, maintaining, or removing the same. No extra compensation will be made for sheeting and bracing whether left in place or not.

The Contractor shall, at his own expense, shore up, protect, and insure from injury, all buildings, retaining walls, viaduct piers and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, trees, or other property liable to be injured during the progress of the work, and he will be held responsible for all damage which may occur by reason or prosecution of the work.

REMOVAL OF WATER

The Contractor shall furnish and operate sufficient pumps and appliances, and shall provide all materials, labor, etc., required to prevent interference with any work by water, ice or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense. No structure or pipes shall be laid in water and no water shall be allowed to run into or over any concrete work or pipe, or into or through any pipe, unless by special permission in writing by the Director of Public Works.

LEAKS OR SPRINGS

When leaks or springs are found which, in the opinion of the Director of Public Works, affecting the safety or usefulness or satisfactory operation of any of the permanent work, he may direct special provisions to be taken. Such work shall be performed without extra compensation.

BACKFILLING

Material used for backfilling at structures shall be free from perishable matter and from other material liable to become unstable when saturated with water after having been compacted. No frozen material shall be used in the backfill. Care shall be taken to avoid injury to the structures or producing unequal pressure thereon. Special precautions shall be taken in backfilling over pipes. No backfill shall be placed over any portion of pipes not inspected by the Director of Public Works and the joints have been hard set. The trenches must be filled to the height which previously existed, unless the Director of Public Works shall otherwise direct.

Whenever, in the opinion of the Director of Public Works, the material excavated from the trenches is not suitable for filling around the sewer pipe, or there is a deficiency of material, the Contractor shall, at his own expense, provide suitable material.

CONTRACTORS LIABILITY

- (a) Sufficient amber lights shall be maintained on the work from sunset to sunrise to make all excavations and dangerous places safe to vehicular traffic and pedestrians. Barriers shall be kept at all times to prevent accidents. Proper provisions shall be made for taking care of traffic during construction at all street intersections. Failure of Contractor to comply with this paragraph may result in the issuance of summons and fine in Municipal Court.
- (b) The Contractor shall be held responsible for any damage to person or property through any negligence of himself or his employees.
- (c) The Contractor assumes full responsibility and the City in no event is to be held liable for the use of any patented materials, equipment, or method of construction.
- (d) The Contractor assumes all risks as to the legality and illegality, validity and invalidity of this contract and the proceedings of the City Council in regard to this project.
- (e) All sidewalks and driveways, private or public property, disturbed or damaged, shall be restored to their former condition or to the satisfaction of their owner. All drains,

culverts bridges, etc., shall be protected from damage, or rebuilt if damaged. All gutters, ditches, etc., shall be cleaned out and no waterway shall be left in an obstructed condition. All fences shall be promptly repaired.

- (f) The Contractor shall be responsible for the entire work included in this contract until the same is completed, tested and accepted by the Director of Public Works, and final payment and formal release made by the City.
- (g) It shall be the duty of the Contractor to notify the City Utilities, all Public Service Corporations, and individuals, to remove within ten days after notification, all poles, pipes, conduits of any kind, that may be in the way of any structure or in the line of pipe, provided the Director of Public Works deems it necessary to be so removed. The Contractor shall use proper care in fulfilling this contract to protect all pipes, poles and conduits to the best of his ability.
- (h) If the Contractor shall negligently fail to place sufficient amber lights or barricades to provide proper protection to vehicles or pedestrians and the City finds it necessary to place additional barricades, the Contractor shall reimburse the City for same at the rate of \$15.00 per barricade for each such occasion, or the total amount withheld from monies due the Contractor.

SANITATION

The Contractor shall provide necessary sanitary conveniences for the use of all laborers on the work, properly secluded from the public observation, built and maintained in a manner and at such points as approved by the Director of Public Works. Their use shall be strictly enforced and no nuisance shall be created on either public or private property in the vicinity of any work.

ADJUSTMENT TO SANITARY SEWERS

Any and all adjustments to sanitary sewer facilities existing at the time of construction shall be made by the City. This shall include all trunk sewer lines, district sewer lines, house laterals and all appurtenances such as manholes, lamp holes, cleanouts, wyes, tees, risers, and bends. Any adjustments, or removal and replacement, which may be required in order to carry out the normal prosecution of the work shall be performed by the City in such a manner that the sanitary sewer facility will be left in as good or better condition than existing at the initiation of this project.

Any adjustment, or removal and replacement, called for under this provision will not be recognized as a basis of claim by the Contractor for additional compensation. All such costs of adjustment, or removal and replacement, shall be a part of the construction of the items of work called for in the bid proposal and will be considered paid for when the Contractor is paid for these items of work.

REMOVAL OF DRAINAGE PIPE AND CULVERTS

The drainage structures at all driveways and private entrance, which must be removed during the normal prosecution of the work called for under this project, shall be deemed the property of the City of Bolivar. The Contractor shall use reasonable care in the removal of all drainage structures and stack them for salvage by the owner. Should the private property owner not wish to claim

said drainage structures, the City of Bolivar shall have prior rights over the Contractor to claim said drainage structures for salvage. In the event that the private property owner and the City of Bolivar both relinquish their claims to said structures, the Contractor shall have the right to salvage such structures. It will be the Contractor's responsibility to notify the owner, in writing, that said structures are available for salvage, and upon expiration of three (3) working days of such written notice the owner has not removed said drainage structures from the site of the work under this contract by the Contractor, it shall be deemed that the owner has relinquished all claim to said drainage structures, and said drainage structures may be disposed of by the Contractor.

OPENING OF TRAFFIC

The pavement shall not be opened to traffic or to construction equipment of the Contractor, until so ordered by the Director of Public Works.

CLEANING OF RIGHT-OF-WAY

Upon completion of any portion of the work, all the land and right-of-way shall be cleaned of all surplus material, earth, rubbish, etc., and left in good condition.

TIME OF COMPLETION

Unless otherwise specified in the "Special Provision", work on this contract shall be started within fourteen (14) days after the contract has been properly executed and the work shall be completed in the time set forth in the contract.

MAINTENANCE

The Contractor shall maintain all trenches for a period of one year after the completion and acceptance by the City. Said maintenance shall include backfill of settlement in trenches and all costs of labor and materials pertaining thereto.