

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
*STREET IMPROVEMENTS
OPENING JUNE 6TH, 2022 at 2:00p.m.***



CITY OF BOLIVAR
345 SOUTH MAIN AVENUE
P.O. BOX 9
BOLIVAR, MO 65613
417-326-2489
FAX 417-777-3212

City of Bolivar

INDEX

STREET IMPROVEMENTS

Project #1 Removal and Replacement of Curb and Guttering.

Project #2 Street Milling and Overlay of two- inch BP2 Asphalt.

ITEMS:

- *Notice to Contractors*
- *Instructions to Bidders*
- *Tax Exempt Certificate & Letter*
- *Bid*
- *Bid Bond*
- *Contract Agreement*
- *Performance Bond*
- *Notice of Award*
- *Notice to Proceed*
- *Change Order*
- *General Conditions*
- *Affidavit of Employment Legality*
- *Wage Determination*
- *Affidavit of Compliance with the Prevailing Wage Law*
- *Contractor's Report of Construction Wage Rates*
- *Specifications*

NOTICE TO CONTRACTORS

May 18th, 2022
Office of City Clerk
Bolivar, MO 65613

Sealed bids subject to the conditions contained herein will be received until June 6th, 2022 at 2.00 p.m. and then publicly opened and read at City Hall in Bolivar, Polk County, Missouri, for:

Project #1 Street Improvements for removal and replacement of curb and gutter.
Project #2 Street Improvements for milling and overlay of two-inch BP 2 Asphalt.

Each bid will be accompanied by a Cashier's Check, or a Certified Check, or Bid Bond payable to the City of Bolivar in an amount not less than five percent (5%) of the total amount of the bid.

The bidder to whom a contract for the work is awarded will be required to furnish Performance and Payment Bonds, executed on the specified forms and acceptable to the City of Bolivar, Missouri, in the amount of one hundred percent (100%) of the contract. The City may, at its discretion, agree to a modification of the specified forms to accommodate alternate forms of surety other than a commercial surety, such as a cash bond or a bank letter of credit.

All Contractors will be required to pay the prevailing wage as determined by the Missouri Division of Labor which will be in effect on the date of the bidding or at the time the work is accomplished.

All Contractors will be required to comply with laws and regulations as set forth by OSHA.

All Contractors will be required to obtain a business license from the City of Bolivar.

Specifications and Bid Documents are on file and may be examined between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday in the City Clerk's Office at the Bolivar City Hall, 345 S. Main Avenue, Bolivar, Missouri.

The City of Bolivar reserves the right to reject any and all proposals and to waive technicalities.

Jerry Hamby, Public Works Supervisor
City of Bolivar, Missouri

Notice to Bidders

Sealed proposals, addressed to the City of Bolivar Public Works, 345 S. Main Ave., Bolivar, Missouri 65613, for the following projects. Bids will be received until 2:00 o'clock P.M., on Monday June 6th, 2022, at the City of Bolivar, 345 S. Main Avenue in Bolivar, Missouri, and will be publicly opened and read.

Project #1 Street Improvement for removal and replacement of curb and gutter.

Project location: North Mc Colm Avenue both sides from East Division to East Chestnut.

- Removal of existing asphalt curb and replaced with concrete curb and splash pan.
- Curb shall be 12 inches by 6 inches wide, with a 6-inch-deep x 18-inch splash pan.
- Approximately 2400 ft in length (1200 ft per side)

Project #2 Street Improvement for Milling and overlay of two-inch BP2 Asphalt.

Bid 1: Work to be done on Concrete Streets:

See next page for Concrete Street Resurface List

Bid 2: Work to be done on Asphalt Streets:

See next page for Asphalt Street Resurface List

2022 STREET LIST - ASPHALT BID FORM

Name of Bidder: _____

Address of Bidder: _____

***Pricing should reflect the City's right to accept any or all and reject any or all of the streets listed on the list below *City may add additional streets to listing if necessary.**

Bid 1 – 2022 Street Resurface List – Concrete

(Wedge is necessary for concrete streets) (Fiber is required)

_____ Machine Laid Overlay price per ton (all footage is approximate)

_____ Machine Laid Wedging price per ton (all footage is approximate)

2"- S Flint Ave	670' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Wollard St	1125' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- S Hartford Ave	840' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- Patton	460' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- Meadow Lane	155' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- Oak Terrace	525' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Lakewood Dr	880' x 32'	_____ Tons + \$_____	Milling = \$_____	Total
2"- Orchard St	315' x 30'	_____ Tons + \$_____	Milling = \$_____	Total
2"- Maurice St	150' x 30'	_____ Tons + \$_____	Milling = \$_____	Total

Bid 2 – 2022 Street Resurface List – Asphalt

_____ Machine Laid Overlay price per ton (all footage is approximate)

_____ Machine Laid Wedging price per ton (all footage is approximate)

2"- N McColm	1180' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Parkview	1150' x 37'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Parkview	2180' x 22'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Austin	1400' x 32'	_____ Tons + \$_____	Milling = \$_____	Total
2"- N Albany	1235' x 22'	_____ Tons + \$_____	Milling = \$_____	Total
2"- N Claud	1719' x 25'	_____ Tons + \$_____	Milling = \$_____	Total
2"- S Albany	980' x 40'	_____ Tons + \$_____	Milling = \$_____	Total
2"- N Market	3905' x 19'	_____ Tons + \$_____	Milling = \$_____	Total
2"- W Auburn	900' x 32'	_____ Tons + \$_____	Milling = \$_____	Total
2"- E Division	4000' x 26'	_____ Tons + \$_____	Milling = \$_____	Total
2"- E Walnut	440' x 29'	_____ Tons + \$_____	Milling = \$_____	Total
4"(black base)- E Walnut	440' x 29'	_____ Tons + \$_____	Milling = \$_____	Total

2022 Milling Work

_____ Square Yard Concrete Milling

_____ Square Yard Asphalt Milling

INSTRUCTIONS TO BIDDERS

1. Each Proposal shall be legibly written or printed in ink on the Proposal provided in this copy of the proposed Contract Documents. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any proposal, or in the proposal form on which it is submitted, shall be made by the person after the Bidder has submitted the Proposal. Any and all addenda to the Contract Documents, on which a proposal is based, properly signed by the Bidder shall accompany the Proposal when submitted.

Each Proposal submitted shall be enclosed in a sealed envelope, addressed to the City Clerk City of Bolivar, Missouri identified on the outside with the words "Street Project" Please note Project #1 or Project #2 and filed with the City Clerk, Bolivar, Missouri.

Each Proposal shall be accompanied by either a Cashier's Check, a Certified Check drawn on an acceptable bank, or an acceptable bid bond, in an amount of not less than five percent (5%) of the total amount of the bid, made payable without condition to "City of Bolivar, Missouri", hereinafter referred to as the Owner, and the amount of said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the bidder should fail 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.

The Proposal guarantee deposit of the bidder will be returned if, and when, his proposal is rejected. The proposal guarantee deposit of the bidder to whom a contract is awarded will be returned provided when said successful bidder executes a contract and files satisfactory bonds as hereinafter stipulated. The proposal guarantee deposit of the second lowest responsible bidder may be retained for a period of not to exceed thirty (30) days pending the execution of the contract and bonds by the successful bidder.

2. Each Bidder shall carefully examine the Specifications and other Contract Documents, shall visit the sites and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusions. Each Bidder shall inform himself concerning all Federal, State, and local laws, ordinances, or regulations, which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should a Bidder find discrepancies in or omissions from, the Specifications or other Contract Documents, he should at once notify the Director of Public Works and obtain clarification or interpretation prior to submitting any bid. Any interpretation of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the Director of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

3. The Bidder to whom a contract for the work is awarded will be required to furnish surety as follows: Contract Payment & Performance Bonds to the Owner in an amount equal to one hundred percent (100%) of the Contract price.

INSTRUCTIONS TO BIDDERS

Page 2

The Bonds shall be executed in two (2) counterparts on the forms bound herein, signed by a Surety Company authorized to do business in the State of Missouri and acceptable as surety to the Owner.

4. All sales and use taxes, as well as other taxes, that might lawfully be assessed against the Owner in the execution and performance of the proposed contract and work covered thereby and are to be paid by the contractor from monies obtained in satisfaction of his contract. It is to be understood by all bidders that the bid price or prices submitted shall include the total cost of all such taxes.
5. No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or association.
6. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the same person or persons who signed the proposal.
7. The Owner reserves the right to accept the bid, which in its judgment is the lowest and best bid; to reject any or all bids; and to waive irregularities or informalities in any bids submitted. Bids received after the specified time of closing will be returned unopened.
8. None of the Instructions to Bidders, Proposal, Contract Payment and Performance Bonds, Contract Agreement, General Conditions, Special Conditions, Specifications, and other documents shall be removed from the bound copy of the "Contract Documents" prior to filing the Proposal contained therein.
9. Each Bidder shall sign his proposal, using his usual signature, and giving his full business address. Bids by Partnerships shall be signed with the Partnership named, followed by the signature of one of the members of the Partnership or by an authorized representative and designation of the person signing. Bids by Corporations shall be signed with the name of the Corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "*President*", "*Secretary*", "*Agent*", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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 _____, 2022.

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.

Principal (L.S.)

Surety

By: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, 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 “**Bolivar Street Improvements-2022**_____.”

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

PERFORMANCE BOND	BOND NUMBER
<i>PRINCIPAL (Legal Name and Business Address)</i>	
<i>SURETY (Legal Name and Business Address)</i>	STATE OF INCORPORATION
<i>PENAL SUM OF BOND (Expressed in words and numerals)</i>	CONTRACT DATE

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto {**LEGAL NAME AND ADDRESS OF SPONSOR**}, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: _____

Project Location: _____

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way

affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the ____ day of _____ 2022.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Corporate Seal)

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____
(Attach Power of Attorney)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond.

ATTEST:

Date: _____

Signature: _____

Signature: _____

Name and Title: _____
(Affix Seal)

Name and Title: _____

NOTICE OF AWARD

To:

Date:

PROJECT: City of Bolivar
2022 Street Improvement

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice to Contractors dated _____, and Instructions to Bidders.

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

You are required by the Instructions to Bidders to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract Agreement within the 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 Proposal as abandoned and as a forfeiture of your Bid Security. 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 _____, 2022 .

THE CITY OF BOLIVAR, MISSOURI
(owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 2022.

By: _____

Title: _____

NOTICE TO PROCEED
2022 Street Improvements

TO:

DATE:

PROJECT:

You are hereby notified to commence work in accordance with the Contract Agreement dated _____ and you are to complete the work by _____, 2022.

This Notice to Proceed will be contingent upon the Contractor obtaining a Performance Bond, a Payment Bond, or other Surety acceptable to the City, a Certificate of Insurance showing adequate and acceptable insurance, and a City of Bolivar Business license.

CITY OF BOLIVAR, MISSOURI
(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

by _____

this the ____ day of _____, 2022

By: _____

Title: _____

CHANGE ORDER

Owner _____

Contractor _____

Field _____

Other _____

CHANGE ORDER NO. _____

Issued Date _____

Amount (plus/minus) _____

To: _____

For: _____

In connection with _____

For Owner _____

Your proposal for making the following changes has been accepted:

* The amount to the contract will be (unchanged) (increased) (decreased) by the sum of: _____ Dollars (\$ _____)

* Contract total including this change will be: _____ Dollars (\$ _____)

* The Contract period will be (increased) (decreased) (unchanged): _____ days

CONTRACTORS ACCEPTANCE

OWNERS APPROVAL

By: _____

By: _____

Date: _____

Date: _____

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 30 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.

AFFIDAVIT OF EMPLOYMENT LEGALITY

STATE OF MISSOURI)
) SS
COUNTY OF)

Before me, the undersigned authority, personally appeared _____, 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 acquainted with the facts herein stated:

I understand that as a condition for the award of any contract or grant in excess of five thousand dollars by the state, or by any political subdivision of the state, to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

That _____ does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Authorized Signature

Title

In witness whereof I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2022.

Notary Public

My Commission expires _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 084
POLK COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*\$22.52
Boilermaker	*\$22.52
Bricklayer	*\$22.52
Carpenter	*\$22.52
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*\$22.52
Plasterer	
Communications Technician	*\$22.52
Electrician (Inside Wireman)	\$42.96
Electrician Outside Lineman	*\$22.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$22.52
Glazier	*\$22.52
Ironworker	*\$22.52
Laborer	*\$22.52
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$22.52
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$22.52
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*\$22.52
Plumber	*\$22.52
Pipe Fitter	
Roofer	*\$22.52
Sheet Metal Worker	*\$22.52
Sprinkler Fitter	\$60.41
Truck Driver	*\$22.52
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
POLK County

Section 084

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$48.17
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$22.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$40.88
General Laborer	
Skilled Laborer	
Operating Engineer	\$47.59
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$22.52
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this ____ day of _____, _____.
My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

PROJECT TAX EXEMPTION CERTIFICATE

(Missouri Sales Tax)

For

Bolivar Street Improvements 2022

Bolivar, Missouri

EXEMPT ENTITY NAME AND ADDRESS:

City of Bolivar, Missouri
PO Box 9, 345 S Main.
Bolivar, MO 65613

EXEMPT ENTITY TAX IDENTIFICATION NUMBER: 12486973

PROJECT IDENTIFICATION NUMBER: None

PROJECT LOCATION AND DESCRIPTION: Within the City Limits of Bolivar

CONTRACT DATE: _____

ESTIMATED COMPLETION DATE: _____

CERTIFICATE EXPIRATION: _____

Contractors and sub-contractors shall present this certificate along with the City's exemption document, to suppliers to purchase, on behalf of the City of Bolivar, tangible personal property and material's to be incorporated into the above-named project only, on a tax-exempt basis. This certificate does not allow tax-exempt purchase of machinery, equipment or tools.

Suppliers accepting this project exemption certificate are required to render to the Contractor invoices billable to the Contractor and bearing the name of the exempt entity (City of Bolivar).

The purchasing Contractor shall retain all invoices for a period of five years and shall be subject to audit by the Missouri Director of Revenue.

SIGNATURE OF AUTHORIZED AGENT OF EXEMPT ENTITY

City Clerk, City of Bolivar

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 "Bolivar Street Improvement Project #1: _____".

OR

"Bolivar Street Improvement Project #2:

-Bid 1: Work on Concrete Streets-Include the street list breakdown priced by street.

-Bid 2: Work on Asphalt Streets-Include the street list breakdown priced by street.

Pricing should reflect the City's right to accept any or all and reject any or all of the streets listed on the 2022 Street List – Asphalt Bid Form.

City may add additional streets to listing if necessary.

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.

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)