

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CITY-CONTRACTOR AGREEMENT AND ASSOCIATED MATERIALS WITH CHARETTE CREEK EXCAVATING FOR THE INSTALLATION OF A NEW TRASH ENCLOSURE FOR THE CITY HALL SITE. (Ward – Eight)

WHEREAS, the Planning and Parks Committee of City Council has been seeking a solution to the trash enclosure situation that was created with the development of Phase One of Village Green; and

WHEREAS, to accommodate the approved plan for the Village Green, the existing trash enclosure that was constructed at the same time as the City Hall building had to be removed and a new location for it identified and approved, which led to a first bidding effort that relocated this proposed structure from the west side of the parking lot area to the east side, but was abandoned due to the cost, once bids were received and opened; and

WHEREAS, with the bidding not within the established budget, the Planning and Parks Committee decided to proceed with a different, temporary solution/location to meet the current need, while another solution was being considered; and

WHEREAS, in the interim, from the demolition of the original trash enclosure through the first bid process, that temporary location, as agreed upon by the Planning and Parks Committee and City Council, was at the end of Wildwood Avenue, which allowed for ease of access, while further investigations continued on the permanent solution for the placement; and

WHEREAS, these further investigations were undertaken by the Planning and Parks Committee and a list of six (6) locations were identified for consideration for this new trash enclosure and, after two (2) separate discussions on this matter, the terminus of Wildwood Avenue was chosen for the enclosure, with an acknowledgement it may be temporary, but such could be years and years from now; and

WHEREAS, with this decision by the Committee, bid items and the related package associated with them were prepared and the bid opening process for the trash enclosure was concluded on May 6, 2025, when a total of two (2) bids were submitted by the general contracting community, which included the following items; and

#	BIDDERS	AMOUNT OF BIDS
1.	Charrette Creek Excavating	\$56,909.27
2.	Integra, Inc.	\$57,673.00

WHEREAS, one (1) of these bids was from *Charrette Creek Excavating, L.L.C.*, whose Base Bid was the lowest of those offerings considered acceptable for these purposes, being at a cost of \$56,909.27; and

WHEREAS, the Planning and Parks Committee reviewed the bids and noted the Base Bid appeared to be reasonable and competitive in pricing/cost and was supported by its members; and

WHEREAS, the Committee supported *Charrette Creek Excavating, L.L.C.*, to complete the trash enclosure's construction, per documents, plans, and specifications, at a contract cost of \$56,909.27; and

WHEREAS, the overall City funding for this project, based upon the bid, as noted above, was generally set forth in the 2025 Capital Improvements Program Budget, which is part of the overall Village Green – Phase One project cost; and

WHEREAS, it is the City's intent to have this trash enclosure in place by October 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes and directs the Mayor of the City of Wildwood, Missouri to enter into a City/Contractor Agreement with *Charrette Creek Excavating, L.L.C.*, to install a trash enclosure at the terminus of Wildwood Avenue for City Hall disposal needs, per the components set forth in the attached description within the standard City-Contractor Agreement.

Section Two. The specifics of this bid are as follows:

#	Bidder's Company Name	Base Bid -Amount (\$)	Total Amount (\$)
1.	<i>Charrette Creek Excavating</i>	56,909.27	56,909.27

Section Three. This contract is authorized and approved on a not-to-exceed basis at a total amount of fifty-six thousand nine hundred nine dollars and twenty-seven cents (\$56,909.27) and shall be completed no later than October 15, 2025.

Section Four. This Ordinance shall be in full force and effect after its approval and passage by the City Council and signing by the Mayor of the City of Wildwood, Missouri.

THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____ 2025, BY THE COUNCIL OF THE CITY OF WILDWOOD AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

Presiding Officer

The Honorable Joseph Garritano, Mayor

ATTEST:

Colleen Lohbeck, City Clerk

Colleen Lohbeck, City Clerk

CONTRACT DOCUMENTS & SPECIFICATIONS

Project Name - Installation of Trash Enclosure

City of Wildwood, Missouri

General Location - Terminus of Wildwood Avenue



WILDWOOD

16860 Main Street
Wildwood, Missouri 63040
(636) 458-0440

April 21, 2025

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WILDWOOD

CITY OF WILDWOOD, MISSOURI INVITATION FOR BIDS

Sealed bids for **VEHICULAR GATE INSTALLATION** will be received by the City of Wildwood, Department of Planning and Parks, 16860 Main Street, Wildwood, Missouri, 63040, until **10:30 A.M. CST**, on **TUESDAY, MAY 6, 2025**, in the Community Room at which time the bids will be publicly opened and read aloud. The 10:30 A.M. CST cutoff time for acceptance of sealed bid documents is determined by the Department of Planning and Parks, not that of the bidder.

The Scope of Work includes: the installation of a new trash enclosure, inclusive of required site preparation work, as needed and defined therein.

Electronic copies of the Bid Package are available, **Monday, April 21, 2025**, after 11:00 A.M. CST, and can be obtained in electronic form from **terraspec**, kjkeitel@terraspecstl.com or call **314.984.8211**. Paper copies are also available from the City of Wildwood. These paper copies of the Bid Package are available at Wildwood City Hall (receptionist desk), 16860 Main Street, Wildwood, Missouri 63040, upon request.

Not less than the prevailing hourly rate of wages shall be paid to all workmen performing under this contract in this area according to the current rates determined by the Department of Labor and Industrial Relations of the State of Missouri.

The City of Wildwood shall award any contract based on the proposal that, in its sole discretion, best meets the interests and requirements of the City. The City of Wildwood reserves the right in its sole discretion to reject any, or all proposals, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all bidders or others for other or more favorable terms or prices, and/or to award the contract to other than the bidder submitting the lowest cost proposal, with or without negotiation.

Please be advised regarding the following considerations:

- a. RSMo Section 285.530 requires that any business entity awarded a public contract must provide an affidavit and documentation affirming enrollment in a federal work authorization program (E-Verify)
- b. Section 292.675.5 RSMo requires the contractor to "ensure that all on-site employees of the contractor, subcontractors, and suppliers have successfully completed" 10 hours of OSHA

construction safety training. This applies to public works projects valued over \$40,000.

This project is tax exempt. A tax exemption letter will be made available to the successful bidder upon request.

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written, or graphic instruments issued prior to the execution of the City-Contractor Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity that submits a Bid.

1.9 A Sub-bidder is a person or entity that submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2

BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder by making his Bid represents and warrants that:
 - 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
 - 2.1.3 His Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least seven (7) days prior to the date for receipt of Bids.
- 3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.
- 3.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name

of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his Bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Attached to these Contract Documents is a separate, complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amount shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the Bid.

4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY – **NOT REQUIRED FOR THIS PROJECT**

~~4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of Wildwood, Missouri, in the amount of not less than five percent (5%) of the Base Bid plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.~~

~~4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.~~

~~4.3 SUBMISSION OF BIDS~~

~~4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Bond. Bidders shall also complete and submit the following:~~

- ~~1. a designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the Bidder with his own forces;~~
- ~~2. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;~~
- ~~3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.~~

4.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to Department of Planning, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040 and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

~~4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.~~

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

5.2 REJECTION OF BIDS

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. **The City reserves the right to reject any or all Bids for any reason.**

5.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City even if not the lowest bid. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

5.3.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6

POST BID INFORMATION

6.1 SUBMITTALS

6.1.1 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.3 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

ARTICLE 7

AWARD OF CONTRACT

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by subparagraph 10.1.3 of the General conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract of another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.1 BOND REQUIREMENTS

8.1.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum in a penal sum not less than that prescribed by State or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments.

8.2 TIME OF DELIVERY AND FORM OF BONDS

8.2.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

9.1 FORM TO BE USED

9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the Work shall be in the form attached hereto.

ARTICLE 10

BID FORM PROPOSAL

PROJECT: CITY HALL TRASH ENCLOSURE
WILDWOOD, MISSOURI

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: Charlotte Creek Excavating, LLC dba CCX
19244 Charlotte Creek Rd.
Marthasville, MO 63357

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by *terraspec*, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

BASE PROPOSAL TOTAL

Fifty six thousand nine hundred ²⁷no DOLLARS (\$ 56,909.²⁷)

3. ADD ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates. **Note: Dollar Amounts indicated below for the Alternates shall be the additional dollar amount required, over and above the cost of the specified item included in the Base Bid.**

There will be no time extensions granted to the construction contract with the owner's acceptance of any alternate.

NOTE: THIS SECTION (UNIT PRICES) NOT USED

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

NOTE: THIS SECTION (UNIT PRICES) NOT USED

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

6. The undersigned agrees that he will complete said work by **JULY 31, 2025** or unless mutually agreed upon extensions to this date are made.

7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.

8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.

9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.

10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified period shall be replaced by the undersigned firm free of cost to the City.

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

12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.

~~13. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.~~

14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. _____
Addendum No. _____
Addendum No. _____

Dated _____
Dated _____
Dated _____

Respectfully submitted,

Julia McDonald

Name and Signature of Bidder

If an **INDIVIDUAL**

Name of Individual

Firm Name, if any

Residence Address

Address for Communications

If a **CORPORATION**

Charlotte Creek Excavating, LLC DBA CCX

Name of Corporation

1. Incorporated under the laws of the State of Name of Corporation?

Julia McDonald
President/owner

Name and Title of Officer

2. Licensed to do business in Missouri?

Yes No _____
(Check One)

18244 Charlotte Creek Rd.
Marthasville, MO 63357

Address for Communications

jmcDonald@digccx.com

If a **PARTNERSHIP**

Name of Partnership

State names and residence addresses of all partners

Partner

Address for Communications

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF Warren

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

SIGNED:

Julia McDonald
(Title) President/owner

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

Seal of Notary

Notary Public

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the _____th day of _____, by and between the City of Wildwood, Missouri (hereinafter called the "City") and, Charrette Creek Excavating, L.L.C., a Missouri Corporation, with offices at P.O. Box 45, Marthasville, Missouri 63357, (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the "Work") and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. All work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading and construction ordinances of the City.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor and shall be **completed no later than October 20 2025.**

ARTICLE IV.

The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the **fifth (5th) day of the month** for work performed, in accordance with the General Conditions, the City shall pay the Contractor for the performance of the Work, the sum of **Fifty-Six Thousand Nine Hundred Nine Dollars and Twenty-Seven Cents (\$56,909.27)** (the "Contract Sum") as follows:

(1) On or about the **first (1st) day of each following month, ninety five percent (95%)** of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and **ninety five percent (95%)** of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the **tenth (10th) of the preceding month**, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to **ninety five percent (95%)** of the Contract Sum; and

(3) Final payment **within 60 days** after the Work is fully completed and accepted by the City and the Contract fully performed.

(4) The retainage amount withheld by subsections (1) and (2) shall not exceed any maximum amount permitted by law.

ARTICLE V.

Performance of the Work

(a) Within **seven (7) calendar days** after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a **Construction Schedule for the Work** in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction. The Notice to Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's schedule is submitted and approved by the City. The contractor shall be required to substantially finish portions of the work as designated by the Director of Planning prior to continuation of further work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Planning.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$500.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred

in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI.

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII.

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. **No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General Conditions.** Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII.

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the

event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$ 500,000 each person

\$3,000,000 each occurrence

Property Damage: \$3,000,000 each occurrence

\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$500,000 each person

\$3,000,000 each occurrence

Property Damage: \$3,000,000 each accident

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state "The City of Wildwood is an additional insured."

ARTICLE X.

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of work within the project limits. **The Scope of Work includes, but not limited to, the installation of a new trash enclosure, inclusive of required site preparation work, as needed and defined therein.**

The Contract contains a binding arbitration provision which may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

_____	CITY OF WILDWOOD
"Contractor"	"City"
By _____	By _____

Printed Name	
Title _____	Title _____

Attest:

City Clerk
Date _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND FORM OF CONTRACT PERFORMANCE -
PAYMENT BOND FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, of _____ State of _____ and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Wildwood, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as _____ located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Statue SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
(9.)

alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20____,

_____ (SEAL)

In the presence of:

By: _____

_____ (SEAL)

By: _____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

ARTICLE I

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 **The Contract Documents.** The Contract documents consist of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

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

1.1.3 **The Work.** The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 **Notice to Proceed.** The written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

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

1.2.3 The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical, or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project. ~~At the conclusion of the job, the Contractor shall submit 1 set of mark ups for as-builts.~~

ARTICLE II

CITY

2.1 DEFINITION

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

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

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE III

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative. **The Contractor shall *not* subcontract except as defined by Sec. 108.1 of the *Standard Specifications*.**

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR AND MATERIALS

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

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and

shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. §290.210 through 290.340 (1994), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing Work under the Contract.

2. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each workman employed for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. §290.265 (1994), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work.

Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. §290.290 (1994), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. **No payment shall be made unless and until this affidavit is filled in proper form and order.**

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work

knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

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

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

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

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. ~~The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project designer.~~

3.9 CLEANING UP

3.9.1 The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. ~~The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation.~~ However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5, of the City of Wildwood *Standard Specifications*, the Contractor is responsible for securing his own project storage site which shall *not* be located on City Right-of-Way without prior written consent of the Director of Public Works. After completion of the Work, Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery & surplus materials, and shall clean all surfaces and leave the Work "broomclean" or its equivalent, except as otherwise specified.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim,

damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE IV

SUBCONTRACTORS

4.1 DEFINITION

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

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

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

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

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with *no* adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the *Standard Specifications* and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

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

1. require the Work to be performed in accordance with the requirements of the Contract Documents;
2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;
3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;
5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and

6. require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE V

SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area which undergoes additional excavation which is not indicated in the above scope of work and has not been approved by the project engineer prior to the excavation. All additional excavation which becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate

contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

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

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The City will provide special inspection and testing services to verify the work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the City forty-eight hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

6.8 PAYMENT AND PERFORMANCE BOND

6.8.1 The Contractor shall furnish the payment and performance bond required in the Instructions to Bidders.

ARTICLE VII

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punch list items deemed necessary by the City, exclusive of MSD-generated punch list items. The date of completion of the Contract shall be the date when all work including City punch list items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

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

7.2 PROGRESS AND COMPLETION

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

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE VIII

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By 12:00 P.M. on or before the twentieth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3 PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if applicable, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210

through 290.340 as amended by MO.Rev. Stat. 1994, and (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any liability relating to such Subcontractor. If any such claimed liability remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such claimed liability, including all costs and reasonable attorneys' fees.

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

ARTICLE IX

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

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

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

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE X

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of Wildwood is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the City.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at

least fifteen days' prior written notice has been given to the City.

10.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.2.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE XI

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE XII

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

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

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE XIII

SPECIAL PROVISIONS

13.1 OVERTIME

13.1.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of

Wildwood of schedules overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

CITY HOLIDAYS

There are ten (10) holidays. They are:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

13.2 PRECONSTRUCTION CONFERENCE

13.2.1 A pre-construction conference may be held prior to the issuance of a notice to proceed with the Work. This meeting will be attended by the Contractor, the City of Wildwood, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.3 SEQUENCE OF WORK

13.3.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.3.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary.

13.4 TESTING

13.4.1 ***Materials Testing and Inspection Service.*** The Contractor is responsible for providing routine materials and compaction tests to ensure specified requirements. The City may, at the City's discretion, employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations.

ARTICLE XIV

CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

14.1 TRAINING

14.1.1 CONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

14.1.2 Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection 14.1.1 shall be afforded 20 days to produce such documentation before being subject to removal from the project.

14.1.3 CONTRACTOR shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection 14.1.1.

14.1.4 Pursuant to Sec. 272.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections 14.1.1 and 14.1.2 have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 100
ST. LOUIS 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 _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.96
Boilermaker	\$43.65*
Bricklayer-Stone Mason	\$65.72
Carpenter	\$66.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$59.71
Plasterer	
Communication Technician	\$65.78
Electrician (Inside Wireman)	\$77.36
Electrician Outside Lineman	\$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$43.65*
Glazier	\$69.12
Ironworker	\$72.66
Laborer	\$56.81
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$59.98
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$74.42
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.58
Plumber	\$80.47
Pipe Fitter	
Rofer	\$59.92
Sheet Metal Worker	\$76.34
Sprinkler Fitter	\$82.64
Truck Driver	\$43.65*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$56.76
General Laborer	
Skilled Laborer	
Operating Engineer	\$73.58
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$45.56
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 fewer 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
DIVISION OF LABOR STANDARDS

REQUEST FOR WAGE DETERMINATION

PLEASE RETURN TO: Division of Labor Standards
Attn: Prevailing Wage Section
P.O. Box 449
Jefferson City, MO 65102-0449

Phone: 573-751-3403
Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS/PrevailingWage/pwBodies

REQUESTER INFORMATION		
I am requesting a wage determination according to Chapter 290 of the Missouri Prevailing Wage Law (sections 290.210 through 290.340 and 290.550 through 290.580 RSMo).		
Name of Requester <i>(please print)</i>	Requester Title	
Requester Organization	Phone Number <i>(include Area Code)</i>	
Mailing Address	Email Address	
City	State	ZIP Code

PUBLIC BODY INFORMATION		
Contact Person at Public Body		
Official Name of the Public Body requesting the wage rates	Phone Number <i>(include Area Code)</i>	
Street Address	Email Address	
City	State	ZIP Code

FUNDING INFORMATION
Will the federal government or any of its agencies furnish loans or grants for any part of the funds used in your contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," will the federal government or any of its agencies also prescribe a schedule of Prevailing Wage Rates? <input type="checkbox"/> Yes <input type="checkbox"/> No

COUNTY(IES) REQUESTED
Please list county(ies) requested: _____ <i>(for St. Louis, please specify "County" or "City")</i>

ANNUAL WAGE ORDER
The Annual Wage Order is accessible on the Division's website at www.labor.mo.gov/DLS/PrevailingWage .
Email address: _____

Requester Signature _____

Date of Request _____

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

**PREVAILING WAGE
PROJECT NOTIFICATION –
CONTRACTOR INFORMATION**

New Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion (<i>total construction contracts to be awarded</i>) \$			
5. Exact Location of Project <u>County</u>		<u>City</u>	
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number (<i>include area code</i>)	
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	

14. Contractor Information Notification

General Contractor: Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

List all Subcontractors: 1. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

2. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

3. Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

(Subcontractors continued)

4. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

5. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

6. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

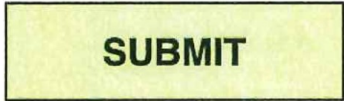
7. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

8. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

9. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

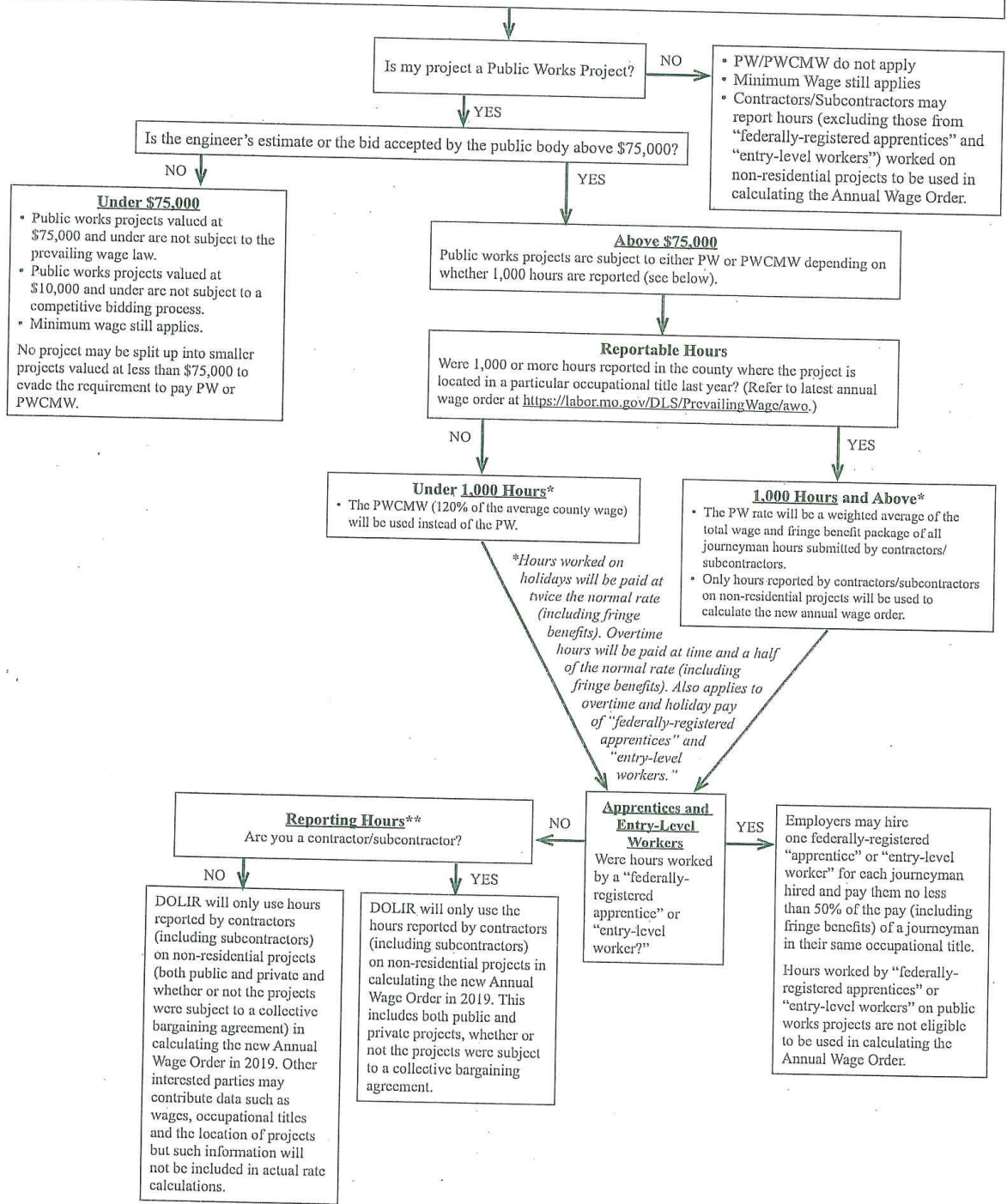


Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

Missouri's New Prevailing Wage Law

Legislation (HB 1729) passed by the Missouri General Assembly and signed by the Governor became effective August 28, 2018. This new law makes several changes to Missouri's prevailing wage (PW) system.

The Division of Labor Standards published Annual Wage Order 26 on July 1st, 2019, which uses the new law to calculate and establish Missouri's Prevailing Wage rates.



More information on how the prevailing wage is calculated may be found at <https://labor.mo.gov/prevailing-wage>.

The list of occupational titles has been consolidated and reduced to 20. Those submitting hours may continue to use the same occupational titles as in the past. The online reporting system will automatically sort this information into the correct titles set forth in statute.

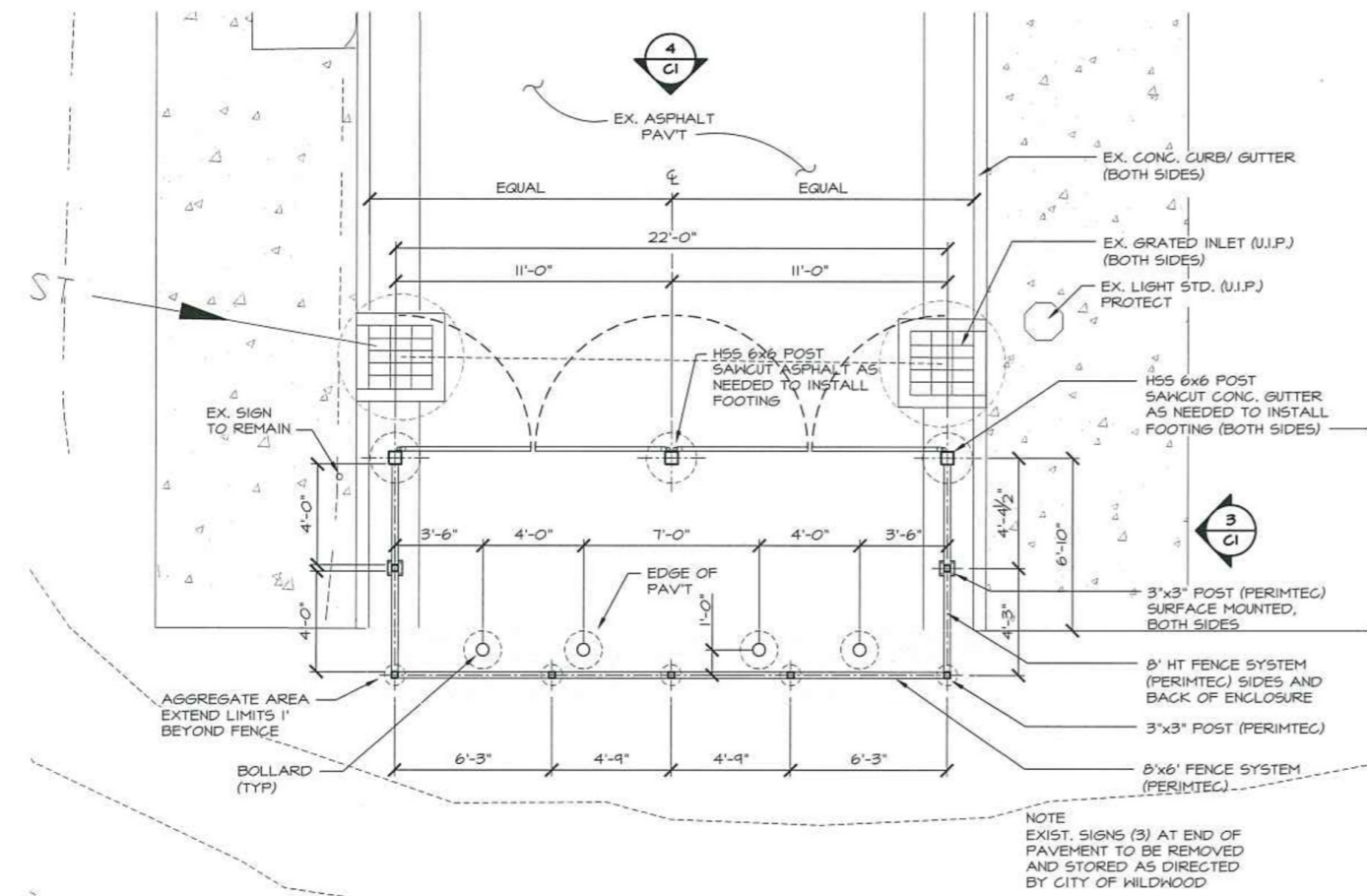
Prevailing wage hours submitted to the Division of Labor Standards may be entered online. Those reporting information via the online system will receive a copy of their submission by email. Handwritten submissions will not be accepted.

Anyone submitting false information to the Missouri Division of Labor Standards may be subject to criminal prosecution under state law (Sections 290.340, 570.090, 575.040 or 575.050 or 575.060, RSMo.)

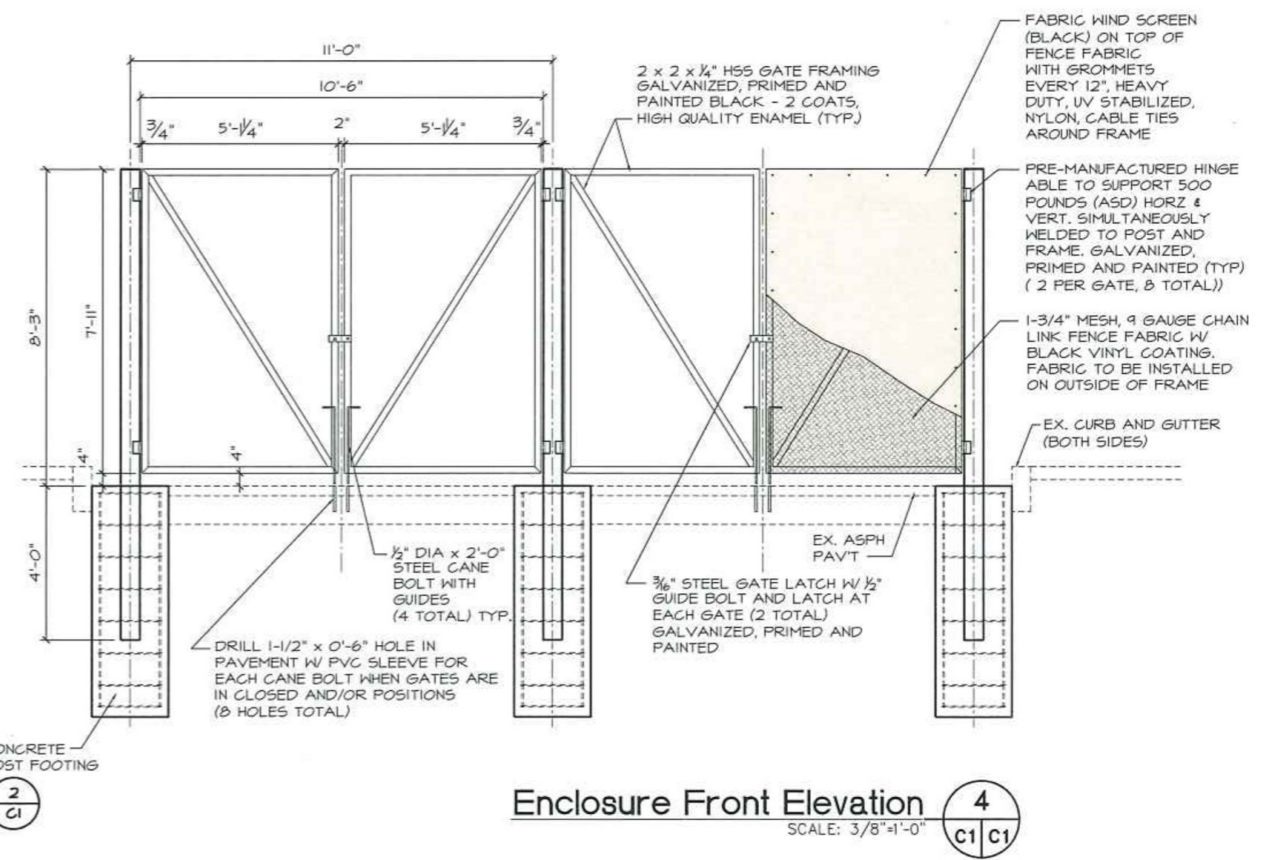
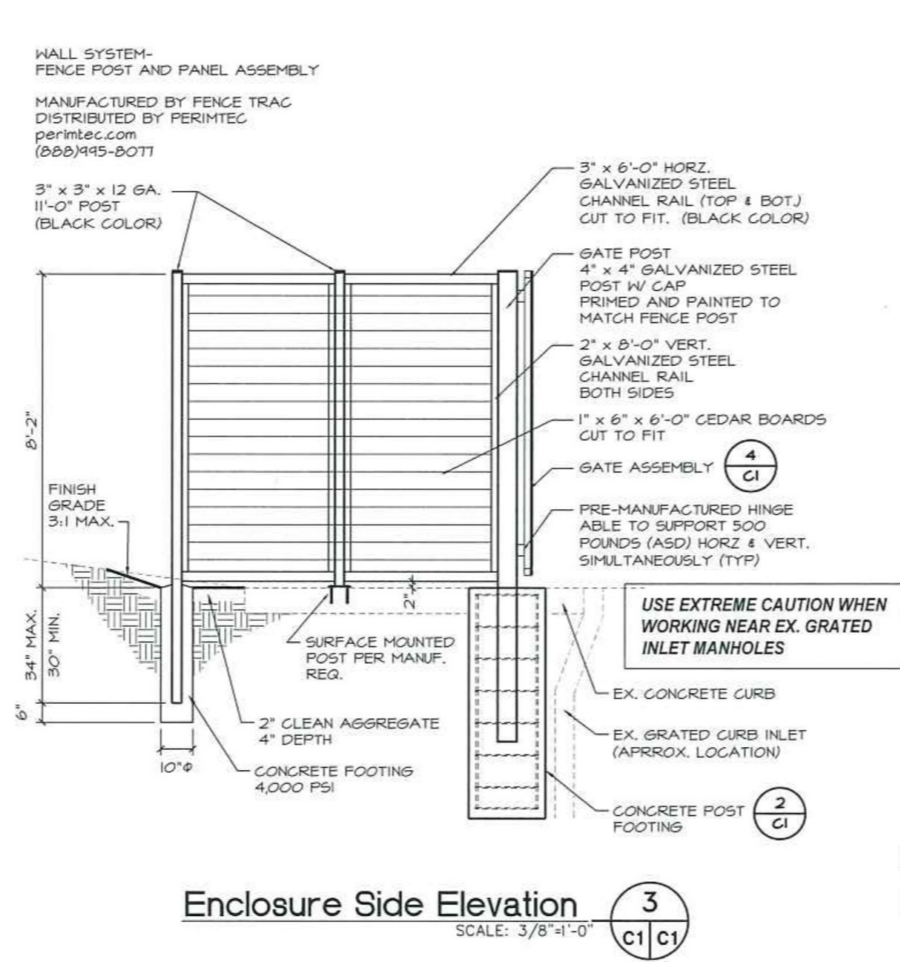
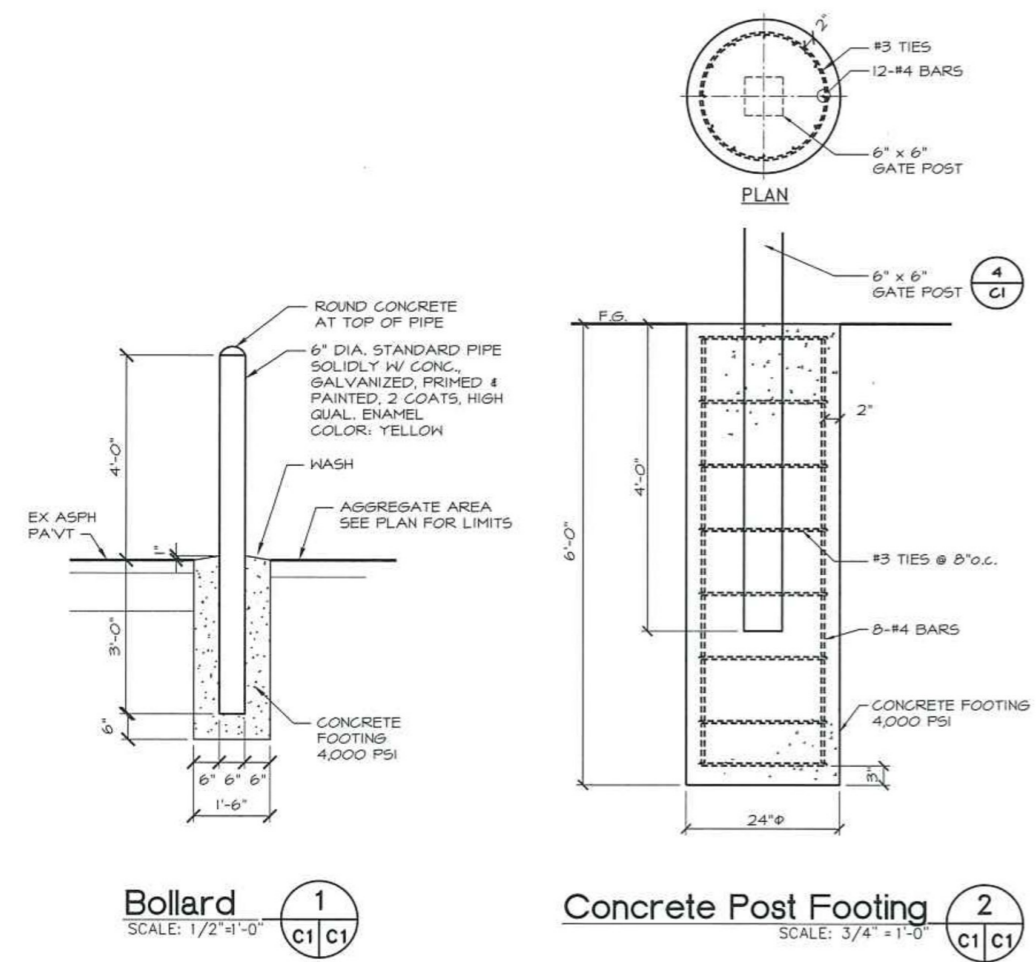
Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program. TDD/TTY: 800-735-2966 Relay Missouri: 711



Location Map
NTS



Site Plan
SCALE: 1/4" = 1'-0"



Underground facilities, structures, and utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There may be others the existence of which is at present not known. Verification of the locations of underground utilities, shown or not shown, will be the responsibility of the construction contractor.

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
11426 GRAVOIS ROAD, SUITE 102
ST. LOUIS, MO 63126
(314)984-8211



**WILDWOOD CITY HALL
TRASH ENCLOSURE**
16860 Main Street
Wildwood, Missouri

OWNER
City of Wildwood
16860 Main Street
Wildwood, MO
63040
Ph: 636-458-0440

SHEET TITLE
Trash Enclosure

JOB NUMBER
24015

DATE
4/4/25

DRAWN BY
DWD

REVISION