

INVITATION FOR BIDS

Sealed bids for HVAC Upgrades for Scenic Regional Library, (hereinafter "Project") will be received by the Owner, until **10:00 a.m. local time, on Tuesday April 19, 2022**. **Please deliver sealed bids marked "HVAC Upgrades"** to the Library Administration Offices at 251 Union Plaza Drive, Union, Missouri 63084

The project consists of mechanical system upgrades to seven branch library locations. The upgrades include the installation of APR control valve, and installation of new systems controls.

Documents (PDF) will be available **April 5, 2022**

THE OWNER INTENDS TO AWARD THE CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BEST BID. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE OWNER.

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 Owner-Contractor Agreement, Non-Collusion Affidavit, the Drawings, the Construction Schedule, all Addenda, and all Modifications.
- 1.2 All definitions set forth in the General Conditions of Owner-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 Owner-Contractor Agreement, which 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 addition to 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 who submits a bid.
- 1.9 A **Sub-Bidder** is a person or entity who 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 and carefully examined the site of the Work, and has familiarized himself with and satisfied himself of the following:
1. the nature and location of the Work;

2. the character, quality and quantity of materials to be encountered;
3. the character and quantity of equipment and facilities needed prior to and during performance of the Work;
4. the local conditions under which the Work is to be performed, including the availability of necessary labor;
5. the requirements for maintaining existing facilities in continuous service, if necessary or required.

2.1.3 He has correlated his examination and observations with the requirements of the proposed Contract Documents.

2.1.4 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 will be provided one digital copy of the Contract Documents.

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 Architect 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 Architect at least seven (5) 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 on the Owner, and bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the Owner 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 and approved by the Owner. Each such request shall include the

name of the material, product, system or equipment for which substitution will be made and a complete side by side comparison and 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 Owner, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the Architect 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 Architect 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 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 the Contract Documents is a separate, complete set of Bid Forms to be signed and submitted as the Bidder's formal bid. **To be considered, a bid shall be properly completed using these Bid Forms.**

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 amounts 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 interlineation, 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 if 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.

4.1.7 The Owner shall not be responsible in any way for any costs or expenses related to the preparation or submission of any bid.

4.3 **SUBMISSION OF BIDS**

4.3.1 All copies of the bid and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope identified "**HVAC Upgrades**" on the face thereof. The envelope shall be addressed and delivered to the Owner 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.

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 rejected, unless otherwise approved by the Owner.

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 cancelled by the bidder within ninety (90) 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.

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.

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 taken under Owner review for Contractor selection.

5.2 **REJECTION OF BIDS**

5.2.1 The Owner shall have the right to reject any or all bids, and to rebid the Work at a later date if they so choose.

5.3 **ACCEPTANCE OF BID (AWARD)**

5.3.1 It is the intent of the Owner to award the Contract to the best bidder as determined by the Owner.

ARTICLE 6

POST BID INFORMATION

6.1 SUBMITTALS

6.1.1 The bidder will be required to establish, to the satisfaction of the Owner, 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 Owner will notify the bidder in writing if the Owner, after due investigation, objects to any such person or entity proposed by the bidder pursuant to Subparagraph 4.3.1 above. If the Owner 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 adjustment in his bid price.

6.1.3 Persons and entities proposed by the bidder and to whom the Owner has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the Owner.

ARTICLE 7**AWARD OF CONTRACT**

7.1 Following receipt, to the satisfaction of the Owner, of all information required under Paragraph 6.1 above, the Owner shall mail to the successful bidder the Notice of Award of the Contract. It is the Intent of the Owner to Award the Contract by April 22, 2022.

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

ARTICLE 8**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND****8.1 BOND REQUIREMENTS**

8.1.1 Bonding will not be required for the project

ARTICLE 9**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****9.1 FORM TO BE USED**

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

BID FORM PROPOSAL

In response to the Invitation for Bids for **HVAC UPGRADES for Scenic Regional Library** and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner.

BASE BID:

BASE BID –

Furnish all material, labor and equipment necessary to perform all all work as defined inand including but not limited to the items defined iand work described in this Manual and the Drawings, or reasonably inferable therefrom for the sum of:

_____ Dollars (\$_____)

VOLUNTARY ALTERNATES

The General Contractor may at their ddiscretion, provide any Voluntary Alternate bids tas they may so choose. Voluntary Alternate Bids shall be submitted on a separate form from this document, and will be considered independently from the base bid. Voluntary Alternates may not be included in the Base Bid.

COMPLETION SCHEDULE:

COMPLETION SCHEDULE: Will you be able to complete the project in the time frame outlined on sheet A2.1
Yes _____ No _____ If your snswer is No, please list complete the following:

The entire project shall be completed in _____ consecutive calender days from the date of issuance of the Notice to Proceed

Addenda

The undersigned Bidder acknowledges the following Addenda. If there are no Addenda write "None" in the space provided:

Addendum No.: ____ dated _____ pages _____

Addendum No.: ____ dated _____ pages _____

Acknowledgements

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

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Within ten (10) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the City the formal City-Contractor Agreement included in the Bid Package and deliver to the City the surety bond or bonds as required by the Contract Documents.

(Signature)

(Print Name)

(Company Name)

(Address)

(Telephone Number)

(E-Mail)

ANTI-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ Notary Public

My Commission Expires _____

GENERAL CONDITIONS OF OWNER-CONTRACTOR AGREEMENT**ARTICLE 1****CONTRACT DOCUMENTS****1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract Documents include the Owner-Contractor Agreement, General Conditions of the Owner-Contractor Agreement, 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 written 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 means the construction and services required or reasonably inferable from the Contract Documents, and 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 Owner notifying the Contractor of the date on or before which he is to begin execution 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 Owner 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 intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. 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.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Architect, shall be provided without change in the Contract Sum.

ARTICLE 2

OWNER

2.1 DEFINITION

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

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective work, or fails to supply labor, materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any third party.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven (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 Owner promptly upon request.

2.4 ARCHITECTS STATUS DURING CONSTRUCTION

2.4.1 The Architect has not been retained to provide Construction Administration Services. The General Contractor shall notify the Owner prior to contacting the Architect for any items that may require the Architects attention. The Architect will, upon approval from the Owner respond to request submitted by the General Contractor.

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the Owner-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.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall perform the Work in accordance with the Contract Documents, and 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, and shall be solely responsible for job-site safety precautions, procedures and programs.

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 Owner reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed from the job.

3.4 WARRANTY

3.4.1 Contractor warrants that it shall use sound construction principles and practices in the performance of the Work and that it shall apply to the Work a high degree of skill, care, judgment and supervision to assure that the Work is performed properly and in accordance with the Contract Documents.

3.4.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work, all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work so as to preserve all such warranties.

3.4.3 Owner's rights under Section 3.4 are in addition to all other rights or remedies which it may have under the Contract or at law or equity.

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.

3.6 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the Owner 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 the Contract with the Contractor.

3.7 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The as-built Drawings, marked to record all changes made during construction, shall be delivered to the Owner upon completion of the Work.

3.8 CLEANING UP

3.8.1 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.

3.8.1 The Contractor shall provide a final cleaning prior to turning the building over to the site and tenant. This cleaning shall include all windows, pavement areas shall be free of litter, walls and floors shall be clean of debris and dirt.

3.9 INDEMNIFICATION

3.9.1 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting 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, except to the extent that such claims, damages or losses are caused by the negligent act or omission of the Owner.

3.9.2 In any and all claims against the Owner 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 3.10 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 Worker's Compensation acts, disability benefit acts or other employee benefit acts.

3.10 CASH ALLOWANCES

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

ARTICLE 4

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 Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor.

4.2 PAYMENTS TO SUBCONTRACTORS

4.2.1 The Contractor shall pay each Subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor.

4.2.2 If the Owner 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.

4.3.3 The Owner shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor.

ARTICLE 5

SEPARATE CONTRACTS

5.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

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

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 Owner any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor 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 Owner or initiates a legal proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

5.3 OWNER'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.8, the Owner may clean up and charge the cost thereof to the separate contractors.

ARTICLE 6

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 Owner 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 Owner.

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 TESTS

6.6.1 The Owner may provide special inspection and testing services to verify the Work is performed in accordance with the Contract. The Owner 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 Owner forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the Owner.

6.7 PERFORMANCE AND PAYMENT BONDS

6.7.1 Performance and Payment Bonds will not be required for the project.

6.8 SHOP DRAWINGS AND SUBMITTALS

6.8.1 The Contractor shall review and submit approved shop drawings to the Architect, with such promptness as to cause no delay in the performance of the work, copies of design drawings, specifications, shop drawings, equipment details, installation, operating, and maintenance instructions, wiring diagrams, parts list, etc. No purchasing, fabrication, erection, processing or shipping of the aforementioned material or equipment may begin until the drawings or details have been reviewed by the Architect. Regardless of corrections made in or approval given to such shop drawings or equipment submittals by the Architect, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Drawings and Specifications.

ARTICLE 7

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 punchlist items deemed necessary by the Owner. The date of completion of the Contract shall be the date when all work including Owner punchlist items have been approved in writing by the Owner.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the Owner 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 Owner-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 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and is the total amount payable by the Owner 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 twenty-fifth (25th) day of the month and no later than the thirtieth (30th) of the month, beginning with the first (1st) month after the Date of Commencement, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the Owner an itemized Application for Payment pursuant to the Owner-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the Owner 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 Owner to establish the Owner's title to such materials or equipment or to otherwise protect the Owner'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 Owner 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 Owner will, in accordance with the Owner-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 Owner'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 Owner, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 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 Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will make final payment to the Contractor in accordance with the Owner-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the Owner (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 Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the Surety, if any, to final payment, (3) if required by the Owner, 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 Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the

Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 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 9

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 Owner and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the Owner deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The Owner 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 Owner 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 Owner 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 Owner. If the Owner shall have a legitimate basis for believing that such claim is valid, the Owner shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the Owner 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 Owner.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the Owner-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 Owner-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.10.

10.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Certificate of Insurance must state: **"The Owner of Schroeder Insurance, is an additional/coinsured insured." The Owner of Schroeder Insurance shall also be provided an endorsement page.** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

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 Owner, 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 machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates of Insurance must state on the certificate: **"The Owner of Schroeder Insurance, is an additional/coinsured insured." The Owner of Schroeder Insurance shall also be provided an endorsement page.** These Certificates shall contain a

provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

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

10.2.5 The Owner 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, Owner-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11

REQUEST FOR INFORMATION

11.1 GENERAL

11.1.1 Request for Information Submittal

1. The Contractor shall submit requests for information for conditions requiring clarification of the Contract Documents to the Owner. The Owner will forward any RFI request to the Architect.
2. Do not use Request for Information process during bidding phase. For questions during bidding phase, refer to Invitation to Bid issued by the Architect.
 - A. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to the prime Contractor. The Contractor shall then submit to the Owner as provided in this section.
 - B. Contractor shall contact the Owner, as applicable, with requests for additional information or clarification. The Architect will not accept requests for information or clarification submitted directly from subcontractors, manufacturers, or suppliers without prior approval from the Owner.
 - C. The Architect will provide a response to Contractor.
 - D. The Architect response shall not be considered as a Change Order or Change Directive, nor does it authorize changes in the Contract Sum or Contract Time.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, 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 Owner-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed and performed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner, 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. The Contractor shall receive no compensation or extension of time for performing any additional or extra work unless Contractor receives a written Change Order or other written direction signed by the Owner before performing such work.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in accordance with the Owner-Contractor Agreement.

12.2 MINOR CHANGES IN THE WORK

12.2.1 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 may be authorized by the Owner. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

12.3 CLAIMS AND DISPUTES

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within seven (7) 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 Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with Paragraph 12.3.5. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 The Contractor shall carry on the Work and adhere to the Construction Schedule pending all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Owner agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

12.3.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give written notice thereof to the Owner before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 12.3.5.

12.3.4 If the Contractor wishes to make a claim for an increase in the Contract Time, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. Adjustment to the Contract Time shall be in accordance with Article VI of the Owner-Contractor Agreement.

12.3.5

- a. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. The location of the arbitration will be Warren County, Missouri.
- b. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in questions has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- c. No arbitration arising out or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.
- d. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U. S. C. Sections 10 and 11).
- e. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to Contractor in accordance with this Agreement. This Paragraph 12.3.5 shall survive completion or termination of this Agreement.
- f. Prior to the exercise of any rights or remedies described in this Paragraph, Owner and Contractor agree that if any claim or dispute arising out of this Agreement or the breach cannot be settled through direct discussions, they agree to first endeavor to settle the claim or dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

ARTICLE 13**UNCOVERING AND CORRECTION OF WORK****13.1 UNCOVERING OF WORK**

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

13.1.2 If any Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner 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 Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Owner 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.

13.2.2 All such defective or non-conforming Work under Subparagraphs 13.2.1 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 Owner.

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

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

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

SPECIAL PROVISIONS

14.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

14.1.1 The Contractor's Work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain, in a safe condition, temporary pavements and connections for local traffic.

14.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work at all times until final acceptance of the Work. The Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the Work and provide for safe and convenient public travel.

14.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the Work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental.

14.2 ACCESS

14.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of the pavement

All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the Owner will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

14.3 PRECONSTRUCTION CONFERENCE

14.3.1 A preconstruction 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 Owner, 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.

14.4 SEQUENCE OF WORK

14.4.1 A schedule of the Contractor's Work shall be submitted to the Owner for approval as required under Article V of the Owner-Contractor 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.

14.5 CONSTRUCTION LIMITS

14.11.1 The construction limits consist of the Project Site as indicated on the drawings. The Contractor shall limit his operations accordingly. The Contractor shall acquire the Owner's permission for any activity outside the Project Site.

14.6 TESTING

14.6.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate all Work and cooperate to allow for testing procedures as required by the Owner.

14.7 CONSTRUCTION STAKING

14.7.1 The Contractor shall be responsible for any construction staking on this project.

END OF DOCUMENT