

CITY OF WILLARD
BOARD OF ALDERMEN-SPECIAL MEETING
SEPTEMBER 4TH, 2008
6:00 P.M.

Notice posted on September 3, 2008.

Notice is hereby given that the Board of Aldermen will conduct a meeting at 6:00 p.m. September 4th, 2008 at Willard City Hall, 224 West Jackson, Willard Missouri.

The tentative agenda of this meeting includes:

1. Call the meeting to order.
2. Roll Call
3. Carrothers Contract (*request approval for Mayor to sign contract*)
4. Ordinance-Carrothers Contract (*1st & 2nd reading*)

5. ADJOURN MEETING

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Kathy Blakemore or Kate Gould
224 West Jackson
P.O. Box 187
Willard, Missouri 65781
(417) 742-3033

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.

Kathy Blakemore, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE

AN ORDINANCE ACCEPTING THE CONTRACT AGREEMENT BETWEEN THE CITY OF WILLARD AND CARROTHERS CONSTRUCTION COMPANY L.L.C.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

Section 1: The agreement with Carrothers Construction Company, L.L.C. is hereby accepted, ratified and approved.

Section 2: The cost of the project is not to exceed \$2.6 million.

Section 3: The Mayor of the City is hereby authorized and directed to execute on behalf of the City the Agreement with Carrothers Construction Company L.L.C., a copy of which is attached hereto as Exhibit 1, and made part of this Ordinance, and the execution thereof is hereby ratified and approved.

Section 4: The City does hereby further ratify and approve the authority for the appropriate officer of the City to execute the Agreement, and make payment pursuant to the terms of the Agreement to fully implement and consummate the agreement.

Section 5: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and its approval by the Mayor.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, ON THE 4TH DAY OF SEPTEMBER, 2008.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

RICHARD SIMPSON

JOE COSBY

LOUIE AMODEO

PAUL C. HOOD

BILL NO. _____

ORDINANCE NO. _____

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

DALE DUVALL

BRYAN VINCENT

APPROVED BY:

JAMIE SCHOOLCRAFT, MAYOR

ATTEST:

KATHY BLAKEMORE, CITY CLERK

STATE OF)
) ss
COUNTY OF)

THIS AGREEMENT AND INDENTURE made and entered into this, the 4th day of September, 2008 by and between City of Willard, party of the first part, termed in this agreement and the specifications as the Owner," and Carrothers Construction Company, L.L.C., party of the second part, termed in this agreement and the specifications as the "Contractor."

WITNESSETH:

THAT, WHEREAS, the Owner has heretobefore caused to be prepared certain contract documents comprising the Bid Form, Regulations of the Contract, and the Specifications and Plans for furnishing material and constructing improvements therein fully described; and

WHEREAS, the said contract documents and proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements, and pay not less than the "prevailing wages" called for by the said specifications and in the manner and time of furnishing and constructing same,

IT IS THEREFORE AGREED:

FIRST--That a copy of said Bid Form, Regulations of the Contract, and the Specifications and Plans filed as aforesaid are a part hereof and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Bid Form, Regulations of the Contract, and the Specifications and Plans so filed; and further that the part or parts of the bid accepted and the compensation therefore are as follows:

\$2,468,068.00.

The above price includes an allowance of \$225,268 for labor, materials, overhead and profit for work items associated with excavation/fill, backfill and ancillary items listed in attachment "A". Firm pricing for these activities is not currently available as the geotechnical report and engineering associated with subsurface conditions has not been completed. The contract amount shall be adjusted to reflect the final estimate when design is complete.

SECOND--The Bid Form, Regulations of the Contract, and the Specifications and Plans hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out in haec verba.

THIRD--This Contract is executed in quintuplicate, with distribution as specified in the Regulations of the Contract.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

ATTEST:

Title _____

Approved as to form:

Baird, Lightner, Millsap & Harpool, P.C.
Attorney for the Owner

ATTEST:

Title _____

Approved as to form:

Attorney for the Contractor

Owner City of Willard, a Municipal Corporation
Organized under the laws of the State of Missouri

By _____

Jamie Schoolcraft, its Mayor

Contractor _____

By _____

CORPORATE SEAL:

If Contractor is not an individual, authority for signing contract must be shown or attached.

Foreword

FC-1	Contract Documents
FC-2	Definitions
FC-3	The Contractor
FC-4	The Engineer
FC-5	Letter of Credit
FC-6	Insurance
FC-7	Assignment of Contract
FC-8	Sub Contracts, Principal Materials & Equipment
FC-9	Other Contracts
FC-10	Legal Restrictions, Permits and Regulations
FC-11	Royalties and Patents
FC-12	Scope and Intent of Specifications and Plans
FC-13	Construction Representation at Project
FC-14	Position, Gradient and Alignment
FC-15	Superintendence and Workmanship
FC-16	Protection of Work and Property
FC-17	Not Assigned
FC-18	No Waiver of Rights
FC-19	Shop and Erection Drawings and Manufacturer's Descriptive Data
FC-20	Use of Completed Portions
FC-21	Additional, Omitted or Changed Work
FC-22	Suspension of Work
FC-23	Owner's Right To Do Work
FC-24	Owner's Right to Terminate Contract
FC-25	Contractor's Right to Stop Work or Terminate Contract
FC-26	Not assigned
FC-27	Losses from Natural Causes
FC-28	Sunday, Holiday and Night Work
FC-29	Unfavorable Construction Conditions
FC-30	Materials and Equipment
FC-31	Guarantee
FC-32	Defense of Suits
FC-33	Time of Completion
FC-34	Delays and Extension of Time
FC-35	Liquidated Damages
FC-36	Payments
FC-37	Payments Withheld
FC-38	Acceptance and Final Payment
FC-39	Release of Liability

FOREWORD:

The following Articles FC-1 thru FC-39 are general "Regulations of the Contract" amended and/or supplemented for each project as set forth in Part I of the Detailed Specifications.

FC-1 CONTRACT DOCUMENTS:

It is expressly understood and agreed that the contract documents comprise the Bid Form, Letter of Credit, Regulations of the Contract, Contract, Specifications, Plans, all Addenda thereto, all of which are hereto attached, and other drawings, specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the specifications and drawings. Each and all are component parts to the agreement governing the work to be done and the materials and equipment to be furnished. All of these documents are hereby defined as the Contract Documents.

The several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for constructing complete and ready to use the work specified. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

The Contract shall be so executed in the State and County where the Owner is located. Five copies of the contract documents shall be prepared by the Contractor, each containing an exact copy of the Bid Form, Letter of Credit, and the contract agreement signed by both parties thereto. These executed contract documents shall be filed as follows:

Two with the Owner,
One with the Contractor,
One with the Engineer,
One with the Bonding Company

FC-2 DEFINITIONS:

Wherever any word or expression defined in this Article, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all of the documents enumerated in the previous article.
2. "Owner," "Purchaser," or words "Party of the First Part," shall mean the party entering into contract to secure performance of the work covered by this contract and his or its duly authorized officers or agents.

3. "Contractor" or the words "Party of the Second Part" shall mean the party entering into contract for the performance of the work covered by this contract and his duly authorized agents or legal representatives.
4. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor, for performing work at the job site.
5. "Engineer" shall mean the Engineer or Engineers who have been employed by the Owner for this work.
6. "Construction Representative" shall mean the engineering or technical assistant duly authorized by the Owner limited to the particular duties entrusted to him or them, as subsequently set forth herein.
7. "Date of Award of Contract" or words equivalent thereto, shall mean the date upon which the successful bidder's proposal is accepted by the Owner.
8. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
9. "The Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under this contract, unless some other meaning is indicated by the context.
10. "Plans" or "drawings" shall mean and include all drawings which may have been prepared by the Engineer as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.
11. Whenever in these contract documents the words "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the direction, requirement, permission, or allowance of the Owner and Engineer is intended.
12. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
13. Whenever any statement is made in these Contract Documents containing the expression "it is understood and agreed," or any expression of the like import, such expression means the mutual understanding and agreement of the Contractor and the Owner.

FC-3 THE CONTRACTOR

It is understood and agreed that the Contractor has by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The relation of the Contractor to the Owner shall be that of an independent contractor.

FC-4 THE ENGINEER

The Engineer has been retained by the Owner to create the design and to draft the construction plans and specifications.

The Engineer shall be the Owner's representative during the construction period and he shall observe the work in process on behalf of the Owner by a series of periodic visits to the job site. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor on request.

The Engineer assumes no direction of employees of the Contractor or subcontractors and no supervision of the construction activities or responsibility for their safety. The Engineer's sole responsibility during construction is to the Owner to endeavor to protect against defects and deficiencies in the work.

The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance. He shall impartially use his powers under the Contract to achieve its faithful performance by both Owner and Contractor.

The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Plans and Specifications. Such decisions and interpretations shall be regarded as final. Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility therefor.

FC-5 LETTER OF CREDIT

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient Letter of Credit in the amount of 10% of the full amount of the contract sum. This Letter of Credit shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms and intent of the contract documents; (b) the payment of all bills and obligations arising from this contract which might in any manner become a claim against the Owner;

(c) for the payment to the Owner of all sums due or which may become due by the terms of the contract, as well as by reason of any violation thereof by the Contractor; and for a period of one year from and immediately following the acceptance of the completed project by the Owner, the payment to the Owner of all damage loss and expense which may occur to the Owner by reason of defective materials used, or by reason of defective or improper workmanship done, in the furnishing of materials, labor, and equipment in the performance of the said contract.

If at any time during the continuance of the contract the lender on the Contractor's Letter of Credit becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the contract may be suspended, all payments or money due the Contractor withheld, and the contract completed as hereinafter provided.

FC-6 INSURANCE

A. General:

The Contractor shall secure, pay for and maintain during the life of the Contract, insurance of such types and amounts as necessary to protect himself, the Engineer, and the Owner against all hazards as outlined in Section 01000 Special Requirements. All policies shall be in the amounts, form and companies satisfactory to the Owner. Owner and Engineer shall be named as additional insureds on Commercial General Liability and on Auto Liability.

The insuring company shall deliver to the Owner and Engineer certificates of all insurance required, signed by an authorized representative and stating that all provisions of the following specified requirements are complied with.

All certificates of insurance required herein shall state that ten (10) days written notice will be given to the Owner and Engineer before the policy is cancelled or changed. All certifications of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this contract are started.

All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the state where construction is to be done.

B. Contractor's Responsibility on Damages & Claims Indemnifying Owner:

The Contractor shall indemnify and save harmless the Owner and Engineer and their officers and agents, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of action or suit that may be brought against the Owner or Engineer or any officer or agent of either of them, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury, death or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this contract.

C. Notification In Event of Liability or Damage:

Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

FC-7 ASSIGNMENT OF CONTRACT:

The Contractor shall not assign or transfer this contract nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's bond. Such consent of Surety, together with copy of assignment, shall be filed with the Owner. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract. Should any assignee fail to perform the work undertaken by him in a satisfactory manner, the Owner may at his option annul and terminate Assignee's contract.

FC-8 SUB CONTRACTS, PRINCIPAL MATERIALS & EQUIPMENT:

Prior to the award of the contract, the Contractor shall submit for approval of the Owner a list of subcontractors and the sources of the principal items of materials and equipment which he proposes to use in the construction of the project.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Any notices to the Contractor shall be considered as notice to any affected subcontractors.

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

No officer, agent or employee of Owner, including the Engineer, shall have any power or authority to bind the Owner or incur any obligation in its behalf to any subcontractor, material supplier or other person in any manner whatsoever.

FC-9 OTHER CONTRACTS:

The Owner reserves the right to award other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results on the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.

His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work

after the execution of his work.

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

FC-10 LEGAL RESTRICTIONS, PERMITS AND REGULATIONS:

The Contractor shall procure at his own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all properties which may be affected by his operations. Rights of Way and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

FC-11 ROYALTIES AND PATENTS:

It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damages or claims for patent infringements, and the Contractor shall at his own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of any award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

FC-12 SCOPE AND INTENT OF SPECIFICATIONS AND PLANS:

A. General:

These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the contract, specifications and plans.

B. Figured Dimensions to Govern:

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

C. Contractor To Check Plans and Schedules:

The Contractor shall check all dimensions, elevations and quantities shown on the plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error or omission in plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the plans or contract documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

D. Standard Specifications:

Reference to standard specifications of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

FC-13 CONSTRUCTION REPRESENTATION AT PROJECT:

The Owner may appoint or employ (either directly or through the Engineer) such "Construction Representatives" as the Owner may deem proper, to observe the work performed under this contract, to the end that said work is performed, in substantial accordance with the plans and specifications therefor.

The Construction Representative assumes no direction of employees of the Contractor or Subcontractors and no supervision of the construction activities or responsibility for their safety. The sole duty of the Project Representative during the construction is to the Owner to endeavor to protect against defects and deficiencies in the work.

The Contractor shall regard and obey the directions and instructions of the Construction Representative so appointed, when the same are consistent with the obligations of this contract and the specifications therefor, provided, however, that should the Contractor object to any order given by the Construction Representative, the Contractor may make written appeal to the Engineer for his decision.

The Construction Representative, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, an intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees shall be sufficient reason, if the Owner so decides, to annul the contract.

Such construction representation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight in observation of work. Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work, even though the same may have been previously overlooked

and estimated for payment.

The Construction Representative shall have no authority to permit any deviation from the plans and specifications except on written order from the Engineer, and the Contractor will be liable for any deviation except on such written order.

All condemned work shall be promptly taken out and replaced by satisfactory work, and all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by the Engineer, withhold payment or proceed to terminate contracts as herein provided.

Reexamination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be done in accordance with the Contract Documents, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that defect in the work was caused by another contractor of the Owner and in that event the Owner shall pay such cost.

The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which he proposes to use. Detailed requirements concerning the making of laboratory tests and the payment therefor are included in the "Detailed Specifications."

FC-14 POSITION, GRADIENT AND ALIGNMENT:

All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site the required bench marks and base lines as shown on the Plans. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures, shall be performed by the Contractor.

For the construction of sewers, water lines, streets and other types of line or route work, the Engineer will establish on the site the required control points, base lines and bench marks, as shown on the plans, with reference to dimensions thereto from which the work may be laid out by the Contractor.

Consult Detailed Specification for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake-out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.

In all cases the Contractor shall provide without extra compensation competent men and the necessary tools, stakes and other materials required for proper staking of the work and for the use of the Engineer or his representative in checking the work.

The Contractor shall, without extra compensation, furnish competent men and the necessary tools to make all test holes and exploration required at any time for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.

The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the

Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

FC-15 SUPERINTENDENCE AND WORKMANSHIP:

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

The Contractor shall provide proper tools and equipment and the services of all workmen, mechanics, tradesmen, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refuses to perform his work in a satisfactory manner, shall be promptly discharged.

It is called particularly to the Contractor's attention that only first class workmanship will be acceptable.

FC-16 PROTECTION OF WORK AND PROPERTY:

The Contractor shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Owner and employees of other contractors or subcontractors and all public and private property including structures, sewers and utilities above and below ground, along, beneath, above, across or near the site or sites of the work, or other persons or property which are in any manner affected by the prosecution of the work.

The Contractor shall furnish and maintain all necessary safety equipment such as barriers, signs, warning lights and guards as required to provide adequate protection of persons and property.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.

The Contractor agrees to hold the Owner harmless from any and all loss or damages arising out of jurisdictional labor disputes or other labor troubles of any kind that may occur during the construction or performance of this contract.

FC-17 NOT ASSIGNED:**FC-18 NO WAIVER OF RIGHTS:**

Neither observation of work by the Owner or Engineer or any of their officials, employees, or agents, nor any order by the Owner or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

FC-19 SHOP AND ERECTION DRAWINGS AND MANUFACTURER'S DESCRIPTIVE DATA:

The Contractor shall furnish the Engineer with triplicate (3) copies of all shop and erection drawings, and manufacturer's descriptive data for preliminary approval. Included shall be drawings of structural and miscellaneous steel work, reinforcing steel, special layout drawings of equipment or machinery, and manufacturer's data describing all materials, fixtures, equipment, and mechanical or electrical units, which are proposed for use in the construction.

The Contractor shall check and verify all field dimensions required, and shall check and approve all such shop and erection drawings and manufacturer's descriptive data prior to transmitting same to Engineer. Whenever the elements of construction or the details of their installation, so described by such, deviate from the requirements of the plans and/or specifications, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the Engineer in writing, then the approval stamp "For Conformity to Plans and Specifications" does not constitute approval of the deviation.

Two copies will be returned to the Contractor (for correction if required) and one copy retained by the Engineer for office reference. Subsequently, the Contractor shall submit five (5) additional copies (corrected if required) to the Engineer for final approval and distribution to all interested parties.

No material or equipment shall be used or installed until such formal approval is received by the Contractor.

The purposes of having shop and erection drawings and manufacturer's descriptive data checked and approved by the Engineer are two-fold:

1. To assure the compliance with the purpose and intent of the plans and specifications.
2. To assist the Contractor in interpreting the plans and specifications so as to eliminate mistakes in the material or equipment before it is actually shipped to the site of the work.

The formal approval given to the Contractor is to be considered as in conformance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the plans and specifications.

FC-20 USE OF COMPLETED PORTIONS:

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as taken over may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

FC-21 ADDITIONAL, OMITTED OR CHANGED WORK:

The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract or may alter or deduct from the work, the Contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same standards of workmanship and performance as though therein included.

The Engineer shall have authority to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work.

All work increasing the cost shall be done as authorized by the Owner and ordered in writing by the Engineer, which order shall state the location, character, amount, and method of compensation. No additional or changed work shall be made unless in pursuance of such written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered. The adjustment to the Contract Sum for any such additional, omitted or changed work shall be determined in one or more of the following ways:

- (a) By a lump sum price agreed upon prior to starting the additional or changed work.
- (b) By unit prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
- (c) By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
- (d) By cost plus percentage.

"Cost", in methods (c) and (d) shall include all labor, materials, power, fuel, and rental on major items of equipment. The Contractor shall keep and present a correct account of the several items of cost together with vouchers. This definition and requirements applied equally to work done by subcontractors.

The percentages which shall be added to the several items of cost under method (d) are as follows:

Labor	Plus thirty percent (30%)
Materials	Plus ten percent (10%)
Power, Fuel and Equipment Rental	None

Under method (d), compensation or adjustment for work done by subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount paid or charged to the subcontractor.

The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be allowed against the additional or changed work only for the actual time which the equipment is used specifically therefor, and will be charged according to the current schedule of the Associated Equipment Distributors, whether owned or rented by the Contractor. Transportation charges for equipment not already on the job authorized by the Engineer for use on the extra work will be allowed.

Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from subsequent monthly estimates.

Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the next regular monthly estimate.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages or anticipated profits on any portion of the work that may be omitted.

In unit price contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final contract price is between 80 and 120 percent of the original estimated contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and

(c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for omitted work shall be the "cost" as defined above of the omitted work plus an overhead allowance of:

Ten (10) percent of the "cost" if the work was to have been done by the Contractor's own forces.

or:

Fifteen (15) percent of the "cost" if the work was to have been done by a subcontractor.

FC-22 SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving ten days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so.

But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimates and payments for all work done on the portions abandoned, if any.

FC-23 OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after ten days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

FC-24 OWNER'S RIGHT TO TERMINATE CONTRACT:

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient.

In such case, no further payment will be made the Contractor until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

FC-25 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

FC-26 NOT ASSIGNED:

FC-27 LOSSES FROM NATURAL CAUSES:

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from groundwater, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work, shall be sustained and borne by the Contractor at his own cost and expense.

FC-28 SUNDAY, HOLIDAY AND NIGHT WORK:

No work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays, without the written approval of the Owner. However, work necessary in case of emergencies or for the protection of equipment or finished work may be done without the Owner's approval.

Night work may be established by the Contractor as a regular procedure with the written permission of the Owner; such permission, however, may be revoked at any time by the Owner if the Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the work at night.

FC-29 UNFAVORABLE CONSTRUCTION CONDITIONS:

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

FC-30 MATERIALS AND EQUIPMENT:

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Engineer in each case.

FC-31 GUARANTEE:

The Contractor guarantees that the equipment, materials and workmanship furnished under this contract will be as specified and will be free from defects for a period of one year from the date of final acceptance. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Within the guarantee period and upon notification of the Contractor by the Owner, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects which, in the judgment of the Engineer, or the Owner, become necessary during such period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor, or by his lender under the Letter of Credit.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one year from the date of installation thereof.

If within ten days after the Owner gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments himself or order the work to be done by a third party, the costs of the work to be paid by the Contractor.

In the event of an emergency where, in the judgment of the Owner, delays would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor, or by his surety under the terms of the Bond.

FC-32 DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the Owner or Engineer or any officer or agent of either of them, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this contract, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers and agents, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of such action or suit that may be brought as aforesaid.

FC-33 TIME OF COMPLETION:

The contract time is indicated in the Bid Form and shall commence to run on the date indicated in the Notice to Proceed. These dates may be evaluated in the comparison of bids on the same basis as liquidated damages as defined under Article FC-35. It is mutually understood and agreed by and between the parties to this contract, in the execution of the same, that time is of the essence of the Contract.

FC-34 DELAYS AND EXTENSION OF TIME:

The Contractor expressly covenants and agrees that in undertaking the completion of the work within the time herein fixed, he has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work whether growing out of delays in securing materials or workmen, or otherwise.

Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the Owner, or by strikes or the abandonment of the work by the men engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner and the Engineer shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner and the Engineer in writing within one (1) week from the time when any such alleged cause for delay shall occur.

FC-35 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties to this contract, in the execution of the same, that time is of the essence of the Contract. In the event that the Contractor shall fail to complete the work to be performed under this contract by and at the completion time bid in the Proposal, the Contractor shall pay unto the Owner as and for liquidated damages, and not as a penalty, the sum of:

Three Hundred Dollars (\$300.00) for each and every calendar day

that the Contractor shall be in default. Extensions of time granted by the Owner in accordance with the provisions of Article FC-34 shall not operate to the contrary, unless such extensions granted by the Owner specifically provide for the waiving of liquidated damages during and over such period of time extension.

Liquidated damages will be waived for and during the extent of any delay caused by the inability of the Contractor to obtain materials or equipment by reason of Federal embargoes, priority orders, or other restrictions imposed by the United States Government, provided that adequate evidence is presented by the Contractor to prove such delay and to enable the Owner to determine with exactness the extent and duration of such delay for each item of material and equipment involved.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

FC-36 PAYMENTS:

After the contract has been awarded, the Contractor shall file with the Engineer a segregation of his lump sum bid into items similar to the various sub-divisions of the detailed specifications, the sum of which shall equal the lump sum bid. The cost of the various materials shall also be furnished upon request. This data will be used by the Engineer as a basis for making monthly estimates for payment.

Engineer will review and approve pay estimates within 5 days of receipt. Engineer will make an approximate Estimate of the value of the work done and unused materials delivered and stored on the site of the work. The Owner shall pay to the Contractor ninety (90) percent of the amount of such estimated sum (less the sum of all previous payments) within 30 days of Engineer approval.

A final Estimate will be made following the final inspection as provided under Article FC-38 "Acceptance and Final Payment" at which time the Contractor will be paid the full amount of contract price less amounts previously paid.

Adjustments may be made in the lump sum bid for variations in certain items at the unit prices named in the Proposal. All other variations must be made as provided under Article FC-21 "Additional, Omitted or Changed Work."

It is agreed by the Contractor that any payments or advancements of funds to be made to the Contractor under the provisions of this agreement shall not be assigned or pledged by said Contractor unless consent in writing is first obtained from the Owner.

If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to violate or void this contract.

FC-37 PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any Estimate for payment to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied,
- (b) Claims filed or reasonable evidence indicating probable filing of claims,
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor,
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid,
- (e) Damage to another contractor,
- (f) Any other violation of or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

FC-38 ACCEPTANCE AND FINAL PAYMENT:

As soon as the work has been satisfactorily completed, the Engineer will make a Final Estimate stating that the work provided for under this Contract has been completed and is accepted by him under the terms and conditions thereof, with qualifications, if any, as stated and the balance found to be due the Contractor according to the terms of payment shall be paid by the Owner as provided under Article FC-36 "Payments."

Prior to filing of Final Estimate, the Contractor shall file with the Owner an affidavit stating that all bills for material and equipment used in the work have been paid. If all bills have not been paid the affidavit shall include a complete list of all unpaid bills.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirement of the specifications, and of all claims by the Contractor, except those previously made and still unsettled.

If the work has been partially but substantially complete to the extent that all adjustments in the Contract Sum may be made as specified under FC-21 "Additional, Omitted and Changed Work," the Engineer may, if material delay in completion is anticipated or if otherwise deemed in the interest of the work, file a Final Estimate, retaining in addition to other requirements which may be specified under Article FC-36 "Payments" an amount representing the cost of unfinished work. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

FC-39 RELEASE OF LIABILITY:

The acceptance by the Contractor of the last payment shall operate as and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

END OF SECTION

INTENT

- 1.01** These Supplementary Conditions amend and supplement the General Conditions defined in Document 00700 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- 1.02** The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

MODIFICATIONS TO REGULATIONS OF THE CONTRACT**2.01 TAXES**

- A. Add the following subparagraph:
1. The Owner will obtain an exemption certificate for the Contractor for use, taxes and duties on certain Products or items, for purchasing Products or items for the Work.

2.02 TIME

- A. Add the following subparagraph:
1. Contract Time commences September 4, 2008 and continues to _____.

2.03 PERFORMANCE BOND AND PAYMENT BOND

- A. Add the following subparagraph:
1. The bond value requirements are as follows:
 - a. Provide a 100 percent Performance Bond on a standard surety bond form.
 - b. Provide a 100 percent Payment Bond on a standard surety bond form.

2.04 CITY PERMITS

- A. The General Contractor and sub-contractors shall obtain all required city business license and building permits. All cost shall be paid by the Contractors.

2.05 FC-6 INSURANCE AMOUNTS

- A. Type and amount of insurance shall be provided by the General Contractor for the following:
1. Bodily Injury & Property Damage Liability Insurance:
 - a. Bodily Injury Liability insurance coverage providing limits for bodily injuries, including death, of not less than \$1,000,000 per person and \$1,000,000 per occurrence.
 - b. Property Damage Liability insurance coverage for limits of not less than \$1,000,000 for one occurrence nor less than \$1,000,000 aggregate to limits for the policy year.
 2. Contractor's Protective Bodily Injury Liability & Protective Property Damage Liability Insurance: (Covering Operations of Subcontractors)

- a. Contractor's contingent policy providing limits of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury or death.
- b. Property Damage Liability providing limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate.
3. Liability:
 - a. Property Damage coverage with \$1,000,000 aggregate limit.
4. Owner's Protective Liability and Property Damage Insurance:
 - a. The Contractor shall purchase and maintain Owner's Protective Liability and Property Damage insurance issued in the name of the Owner and the Engineer as will protect both against any and all claims that might arise as a result of the operations of the Contractor or his subcontractors in fulfilling this contract.
 - b. The minimum amount of such insurance shall be the same as required for Bodily Injury Liability and Property Damage Liability Insurance. This policy shall be filed with the Owner and copy filed with the Engineer.
5. Excess Liability:
 - a. The contractor shall purchase and maintain an umbrella form of excess liability coverage of not less than \$1,000,000 per person and \$1,000,000 aggregate.
6. Exclusions:
 - a. The above requirements 1, 2 & 4 for property damage liability shall contain no exclusion relative to:
 - 1) Blasting or explosion. (Consult Detail Specifications Part I for possible deletion of this requirement on subject project.)
 - 2) Injury or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations.
 - 3) The collapse of, or structural injury to, any building or structure on or adjacent to the Owner's premises, or injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the surface of the ground.
7. Automobile Bodily Injury Liability & Automobile Property Damage Liability Insurance:
 - a. Contractor shall carry in his name, additional assured clauses protecting Owner, Liability Insurance with Bodily Injury or Death Limits of not less than \$1,000,000 per person, per occurrence, and property damage limits of not less than \$1,000,000 per occurrence/aggregate with hired car and non-owned vehicle coverage or separate policy carrying similar limits.
 - b. The above is to cover the use of automobiles and trucks on and off the site of the project.
8. Employer's Liability and Workmen's Compensation:
 - a. Employer's and Workmen's Compensation insurance as will protect him against any and all claims resulting from injuries to and death of workmen engaged in work under this contract, and in addition the Contractor shall carry occupational disease coverage with statutory limits, and Employer's Liability with a limit of \$1,000,000 per occurrence/aggregate. The "All State" endorsement shall be included.
 - b. In case any class of employees is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause such contractor to provide adequate employer's liability coverage as will protect him against any claims resulting from injuries to and death of workmen engaged in work under this contract.
9. Builder's Risk Insurance:
 - a. This insurance shall be on the completed value form and shall insure and protect the Contractor and the Owner from risks of damage to buildings, structures, materials and equipment, not otherwise covered under Installation Floater Insurance, from the perils of fire, lightning, the perils included in the standard extended coverage endorsement and the perils of vandalism and malicious mischief.

- b. The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under Installation Floater Insurance.
 - c. Equipment such as filters, pumps, heat exchanges, compressors, tanks, motors, switchgear, panel boards, control equipment, and other similar equipment shall be insured under Installation Floater Insurance specified below when the aggregate value of this equipment exceeds \$50,000.
 - d. If the work does not include the construction of building structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance specified below fully covers all work.
 - e. Builder's Risk Insurance shall also provide losses, if any, to be adjusted with and made payable to the Contractor and the Owner as their interests may appear.
10. Installation Floater Insurance:
- a. This insurance shall insure and protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk Insurance, when in warehouses or storage areas, during installation, during testing and until the work is accepted. It shall be of the "All Risks" type, with coverage designed for the circumstances which may occur in the particular work at completion, less the value of the material and equipment insured under Builder's Risk Insurance. The value shall include the aggregate value of the Owner-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk Insurance.
 - b. Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to the contractor and the Owner as their interests may appear.
 - c. If the aggregate value of the Owner-furnished and Contractor-furnished equipment is less than \$10,000 such equipment may be covered under Builder's Risk Insurance, and if so covered, this Installation Floater Insurance may be omitted.
11. Operating Hazards:
- a. The Contractor shall carry insurance to cover operating hazards during period of placing the facilities in operation and during testing, and until such time as the facilities are accepted for operation by the Owner.
12. Contractor's Responsibility for Other Losses:
- a. For the considerations in this agreement heretofore stated, in addition to Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, sub-contractors, material men or his or their employees; to sheds or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any cause whatsoever (except as herein before provided) to the structure on which the work of this contract, and any modifications, alterations, enlargement thereto, is to be done, and to materials and labor connected or to be used as a part of the permanent materials, and supplies necessary to work.
13. Notification in Event of Liability or Damage:
- a. Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

ADDITIONAL DEFINITIONS

3.01 PRODUCTS

Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

3.02 FURNISH OR SUPPLY

To supply and deliver, unload, inspect for damage.

3.03 INSTALL

To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.

3.04 PROVIDE

To furnish or supply, plus install.

3.05 PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which includes the Bid Documents, Contract Documents, and Specifications.

3.06 SUBSTANTIAL COMPLETION

The Work has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment.

END OF SECTION

THE PROJECT AND THE PARTIES**1.01 TO:**

- A. City of Willard (the Owner)
1. Address: 224 W. Jackson St.
 2. City, State, Zip: Willard, MO 65781

1.02 FOR:

- A. Project name: Family Aquatic Center

1.03 DATE: _____ (Bidder to enter date)**1.04 SUBMITTED BY: (Bidder to enter name and address)**

- A. Bidder's Full Name _____
1. Address _____
 2. City, State, Zip _____

1.05 OFFER BY GENERAL CONTRACTOR

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Larkin Aquatics for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. Additive Alternate Bid No. 1: Overhead Flood Lights
1. _____:
a. _____ dollars
(\$ _____), in lawful money of the United States of America.
- D. Additive Alternate Bid No. 2:
1. _____:
a. _____ dollars
(\$ _____), in lawful money of the United States of America.
- E. We have included the required security Bid Bond as required by the Instruction to Bidders.
- F. All Allowances described in Section 01210 are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within 10 working days of receipt of Notice of Award.
 2. Furnish the required bonds within 10 working days of receipt of Notice of Award.
 3. Commence work within 10 days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Complete the Work by the ____ day of _____, 20__.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.
 5. Addendum # _____ Dated _____.
 6. Addendum # _____ Dated _____.

1.09 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. _____
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. _____
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

END OF SECTION