

NOTICE OF OPEN MEETING
A G E N D A
SPECIAL COUNCIL MEETING/WORK SESSION MEETING
City of Moberly
Municipal Building
204 N. Clark Street
June 02, 2021
6:00 PM

Posted:

Roll Call

Public Hearing and Receipt of Bids

Ordinances & Resolutions

1. A Resolution Authorizing the City Manager to Enter into an Agreement with J. Oros Environmental, Inc., for the Taylor Street CSO Basin Clean-Out and the Biosolids Land Application.

Official Reports

Anything Else to Come Before the Council

2. Consideration of a motion to adjourn to a Work Session for the City Council to review the 2021/2022 Operating Budget

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: June 2, 2021

Agenda Item: A Resolution Authorizing the City Manager to Enter into an Agreement with J. Oros Environmental, Inc., for the Taylor Street CSO Basin Clean-Out and the Biosolids Land Application

Summary: An advertisement for bids was placed in the Moberly Monitor Index and bid packets were sent to five prospective bidders for the land application of biosolids from the Taylor Street CSO Basin. No bids were received on the bid opening date. Several contractors indicated that the project was too small for them at this time, others stated a lack of room in their schedules. Since this is a necessary project, Boone Consulting reached out to two of the prospective bidders and asked them to work with the City on the project. J. Oros was willing to do so. They have submitted the attached proposal for our approval. Boone Consulting will be monitoring the percent solids removed from the basin for calculation of payment. Payment is based on dry tons removed and land applied. Part of this contract includes application of lime to raise the pH of the fields that will be receiving biosolids, as required by our Biosolids Management Plan approved by MDNR. Lime application is \$15/acre. J. Oros would like to begin lime application on June 7, with biosolids immediately following, weather permitting.

Recommended

Action: Approve the Resolution

Fund Name: Wastewater Treatment CIP

Account Number: 301.114.5502

Available Budget \$: 231,536.00

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	<u>X</u> Proposed Resolution	Council Member		
___ Bid Tabulation	___ Attorney's Report	M___ S___ Brubaker	___	___
___ P/C Recommendation	___ Petition	M___ S___ Kimmons	___	___
___ P/C Minutes	___ Contract	M___ S___ Davis	___	___
___ Application	___ Budget Amendment	M___ S___ Kyser	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J. OROS ENVIRONMENTAL, INC., FOR THE TAYLOR STREET CSO BASIN CLEAN-OUT AND BIOSOLIDS LAND APPLICATION.

WHEREAS, city staff advertised and direct mailed an Invitation to Bid to five potential vendors to clean out the Taylor Street CSO basin and perform a biosolids land application; and

WHEREAS, no responses were received to the Invitation to Bid so city staff contacted J. Oros Environmental, Inc to provide a bid, a copy of which is attached; and

WHEREAS, the attached proposal estimates the cost of the requested clean-out and biosolids land application to be \$96,885.00; and

WHEREAS, also attached is the Invitation to Bid along with Contract Documents and Specifications for the project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Contract Documents and Specifications for a sum not to exceed \$96,885.00.

RESOLVED this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



City of Moberly, Missouri
Public Utilities Department
101 West Reed Street
Moberly, Missouri 65270

INVITATION TO BID

CONTRACT DOCUMENTS AND SPECIFICATIONS

Purpose:	The City of Moberly is seeking bids for Taylor Street CSO Basin Clean-out and Biosolids Land Application	
Bid No.	Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION	
Deadline for Sealed Submissions:	10:00 AM. local time, Friday, April 23, 2021. Public bid opening at this time at Moberly City Hall Late or faxed bid proposals will be rejected	
Submit Sealed Bids To:	City of Moberly City Clerk 101 West Reed Street Moberly, MO 65270	**Write “Bid # & Project Name” in lower left hand corner**
Special Instructions:	<ul style="list-style-type: none">• Examination of Work Site – See Section L 3.0. For site tour, contact Ben Riles, WWTP Chief Operator, at (660) 269-9437, between the hours of 7:00 a.m. and 3:30 p.m.• Proposal submittal consists of Sections C• <u>Important:</u> Label the lower left corner of your sealed submittal package with the bid number and name• Submit one original and one copy of your bid proposal• Bid Bond and Prevailing Wage not applicable• Include with Proposal: Sections Q & R (with E-Verify)	
Direct All Inquiries to:	mwc@cityofmoberly.com with “SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION” in subject line Last time for questions is April 14, 2021 at 2:00 PM	

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
A	Advertisement for Bids	
B	Information for Bidders	
C	Proposal	
D	Bid Bond (N/A)	
E	Agreement	
F	Payment Bond	
G	Performance Bond	
H	Notice of Award	
I	Notice to Proceed	
J	Contract Change Order	
K	General Conditions	
L	Standard Specifications	
M	Schedule of Aerial Photos & Drawing	
N	Special Conditions	
O	Addenda	
P	Prevailing Wage Rates (N/A) Excessive Unemployment	
Q	Traffic Control	
R	Affidavit Enrollment in Federal Work Authorization Program	

SECTION A - ADVERTISEMENT FOR BIDS

Sealed BIDS for Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION will be received by the City of Moberly, City Clerks Office, City Hall, 101 West Reed Street, Moberly, Missouri 65270 until 10:00 AM local time, April 23, 2021 and then opened and read aloud.

Contract Documents will be available on April 2, 2021 and may be obtained from the City of Moberly, 101 West Reed Street, Moberly, MO 65270 or requested in writing to mwc@cityofmoberly.com under the subject line “Bid No. SS2021--001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION”.

All questions regarding this project shall be submitted to the City of Moberly, Public Works Department in writing to mwc@cityofmoberly.com under the subject line “Bid No. SS2021-001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION” or by mail to City of Moberly, Public Utilities Department, 101 West Reed Street, Moberly, MO 65270 before April 14, 2021.

The City reserves the right to waive any informality in bidding, and to accept the bid most advantageous to the City.

SECTION B – INFORMATION FOR BIDDERS

1. RECEIPT OF PROPOSAL

All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the bidders shall become the property of the City when received. All bids submitted in response to this invitation for bid shall become the property of the City. All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders received by the City shall be public records subject to disclosure pursuant to Chapter 610, RSMo. The City retains the right to use any or all system ideas presented in any proposal to the invitation to bid, whether amended or not. Selection or rejection of the proposal does not affect this right.

2. RECEIPT AND OPENING OF BIDS

Sealed bids will be received at the time set forth in the formal advertisement for bids. Bids shall be prepared in duplicate and enclosed in a sealed envelope, addressed to the City of Moberly, bearing on the outside the name of the bidder and his address, the title of the project.

All bids will be publicly opened and read aloud. If forwarded by mail the sealed envelope must be enclosed in another envelope addressed as specified on the proposal form.

3. ACCEPTANCE OF BIDS

The OWNER reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The OWNER reserves the right to reject any and all bids, offers or proposals submitted, or to advertise for new bids. The OWNER reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) calendar days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract documents within ten (10) calendar days after the OWNER issues the Notice of Award.

4. BONDS AND INSURANCE

The successful bidder shall file certificates with the OWNER that he has obtained and will continue to carry Workmen's Compensation Insurance, public and private liability and property damage insurance in the amounts specified herein for the duration of the contract.

5. OUT-OF-STATE CONTRACTORS

Contractors who are domiciled outside the State of Missouri and temporarily transact business in the State of Missouri are considered "Transient Employers" and must provide: (a) A copy of the Transient Employer Certificate of Registration, or (b) A copy of a letter from the Department of Revenue stating that said Contractor is not classified as a transient employer. Information and forms can be obtained from State of Missouri Department of Revenue (573) 751-8612, Taxpayer Service Bureau, P.O. Box 3300, Jefferson City, MO 65105-3300.

6. START OF WORK

The contractor shall commence work within seven (7) calendar days after the date of written notice from the Director of Utilities to begin work and shall complete all work within the time specified in his proposal.

7. BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, the contract documents, and the site upon which the work is to be performed. If the Bidder is uncertain as to the site conditions it must perform its own tests and analysis. A proposal submitted shall be prima facie evidence that the bidder has made such examination and that he is familiar with all the conditions and requirements. All questions regarding this project shall be submitted to the City of Moberly, Public Utilities Department in writing to mwc@cityofomoberly.com under the subject line "Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION" or by mail to City of Moberly, Public Utilities Department, 101 West Reed Street, Moberly, MO 65270 before 2:00 PM, April 14, 2021.

8. PROPOSAL QUANTITIES

As noted on the proposal form the quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. Final payment will be made on the measured quantities.

9. PREPARATION OF PROPOSAL

All proposals shall be made on the form provided in the copy of the specifications and related documents.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, or by one or more of the officers of the corporation submitting it. If an individual makes the proposal, his name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles and business addresses of the President, Vice President, Secretary and Treasurer.

In case of a "unit price" proposal and in the event of a discrepancy between the unit price and the extension thereof, the unit price shall govern.

10. WITHDRAWAL OR MODIFICATION OF BIDS

Any bidder may withdraw, modify, or correct his proposal at any time prior to the scheduled closing time for the receiving of bids. However, no bid shall be withdrawn from the scheduled closing time until sixty (60) calendar days after the scheduled closing time.

11. COMPETENCY OF BIDDER

No contract will be awarded except to a reasonable bidder who is capable of performing the work. Each bidder may submit with his bid, and in any event, the OWNER may require any bidder to submit the following data:

A statement that the bidder maintains a permanent place of business and address.

A statement of the equipment which the bidder proposes to use on the work, together with a statement of equipment previously listed which the bidder owns and that which he does not own, but which he is certain he will be able to rent or otherwise procure for use on the project.

A financial statement, duly sworn, listing assets and liabilities.

A statement listing projects of similar nature, which the bidder has constructed, or in the construction of which the bidder has actively engaged in a responsible capacity.

12. COMPLETION TIME

The Contract period for the Taylor Street CSO Basin clean-out, removal, and land application of biosolids shall begin upon execution of the contract Agreement and terminate 100 days thereafter.

13. SURVEYS, PERMITS AND REGULATIONS

The Contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him or his employees or his work hereunder in his relations to the OWNER or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he shall promptly notify the Director of Utilities in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, or local state or federal authorities without such notice to the Director of Utilities, he shall bear all costs arising therefrom.

14. CONTRACTOR'S REPRESENTATIONS AND UNDERSTANDINGS

It is understood and agree that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, and conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer or agent of the OWNER is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. 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.

Neither Owner nor the Consultant shall be required to furnish Contractor with any information concerning subsurface characteristics or conditions of the areas where the Work is to be performed. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or information are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience of Contractor and the Contractor agrees it shall not rely upon them. Neither Owner nor Consultant assumes any responsibility whatsoever in respect of the sufficiency or accuracy of these investigations or data, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or information are representative of those existing where the Work is to be performed, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. The Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines, underground storage tanks, and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, tanks, and pipelines.

Execution of the Bid Proposal or Contract by the CONTRACTOR is a representation that the Contract Documents are full and complete, are sufficient to enable the CONTRACTOR to: (a) determine the cost of the Work; (b) to construct the Work as outlined in the Contract Documents, and; (c) to fulfill all of the CONTRACTOR'S obligations hereunder, including, but not limited to, CONTRACTOR's obligation to complete the Work for an amount not in excess of the Contract Sum on or before the date(s) for completion established in the Contract Documents. The CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions affecting the Work. Contractor specifically represents and warrants to the Owner that the CONTRACTOR has, by careful examination, satisfied itself to: (1) the nature, location, and character of the Project and the site, including, without limitation the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services

necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

Based on the above, the Contractor acknowledges that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents other than these it has submitted to the Owner in writing before signing this Agreement, and that if the Contractor becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Consultant of such fact.

It is understood and agreed that the Contractor agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other Contractor.

15. ACCEPTANCE OF BID AND AWARD OF CONTRACT

The OWNER will make a final decision regarding acceptance of bids within thirty (30) calendar days after the bids are opened. Should the OWNER not make a decision on the award of contract within thirty (30) calendar days after bids are opened, the bidder may, without penalty, withdraw said bid. Formal written notice of acceptance of the bid will be mailed or delivered to the bidder at the address designated in his bid. If within ten (10) calendar days after acceptance of his bid, the successful bidder shall fail to appear at the office of the OWNER to execute the contract and to furnish the required Contractor's bond, properly signed by the Contractor and the surety or securities satisfactory to the OWNER as hereinafter provided, the bidder shall be deemed in default and shall forfeit his bid security.

16. SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS AND SUPPLIES

Pursuant to Senate Bill 477, as enacted by the 87th General Assembly, the OWNER will issue a Sales Tax Exemption Certificate for the purchase of construction materials and supplies. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling this contract. A copy of this exemption certificate and the Owner's Missouri Tax Exemption Letter must be presented to suppliers in order to purchase construction materials and supplies tax free. Contractors are responsible to ensure that any materials purchased with this certificate are used exclusively on this project. The contractor's accounting records should be sufficient to document the appropriate use of this certificate. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion. If this record keeping is found inadequate by an audit by the Department of Revenue, the contractor shall be responsible for the payment of any taxes and penalties imposed by the Department of Revenue. Any excess materials and supplies on hand after job completion must be either returned to the supplier, or a sales tax return must be filed with the Department of Revenue to pay the sales tax on these excess materials and supplies. The project exemption certificate is not to be used after the expiration date.

If the project is not completed by this date, the contractor shall contact the City and request that a new certificate is issued. The City will then issue an Exemption Certificate with an expiration date that coincides with the revised completion date. An example of the exemption certificate is shown as Item 20 of this section.

17. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

If the Contract Price is greater than \$5,000, then pursuant to *RSMo. § 285.530*, the bidder/contractor must affirm its enrollment and participation in a federal work authorization

program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

18. SAFETY TRAINING

The Contractor, and any subcontractor under such contractor, shall require all on-site employees on the Project to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program that includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program (the "Safety Course"). All on-site employees are required to complete the Safety Course within sixty days of beginning work on the Project. Any employee found on the Project work site without documentation of the successful completion of the Safety Course shall be given twenty days to produce such documentation before being subject to removal from the Project. In addition, the Contractor shall forfeit to the Owner, two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each calendar day each employee is employed by the Contractor or subcontractor, without the required Safety Course training. When making payments to the Contractor, the Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this requirement. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this requirement.

19. BONDS

All bonds that the Contractor is required to provide under the Contract Documents shall be from a surety and in a form that is acceptable to the Owner and shall at least be treasury rated surety licensed in the State of New York or comparable licensure.

20. MISSOURI PROJECT SALES TAX EXEMPTION CERTIFICATE

Authorization for Purchasing Tax Exempt
Project Construction Materials

EXEMPT ENTITY ISSUING CERTIFICATE:

Name: City of Moberly, Missouri
Address: 101 West Reed Street
City/State/Zip: Moberly, MO 65270
MO Tax Exempt I.D.#: _____ Effective Date: _____
Contract Date: _____
Project #/Name Assigned: Bid No. 19-XXX – TAYOR STREET CSO BASIN CLEAN-OUT & BIOSOLIDS LAND APPLICATION
Revised Expiration Date: _____
Project Description: Clean-out, Removal, and Land Application of Biosolids
Project Location: Taylor Street CSO Basin & Old Landfill Site
Estimated Project Completion Date: June 25, 2021

The Missouri exempt entity named above, hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated into or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

Authorization Signature:

Brian Crane
City Manager

Date

PURCHASING CONTRACTOR/SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

CONTRACTOR/SUBCONTRACTOR: A completed copy of this exemption certificate, along with the City's Missouri Tax Exemption Letter, must be furnished to each material supplier from which construction materials and supplies for this project are purchased. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion.

MATERIAL SUPPLIER: A completed copy of this exemption certificate, along with the Missouri Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor/subcontractor making purchases of construction materials and supplies for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the same of the exempt entity and the project number or name assigned by the exempt entity.

SECTION C - BID PROPOSAL

Place: 922 Taylor St, Moberly, Mo 65270

Date: _____

Project No. SS2021-001 – TAYLOR STREET
CSO BASIN CLEAN-OUT &
BIOSOLIDS LAND APPLICATION

Proposal of _____ (hereinafter called "BIDDER")
corporation, organized and existing under the laws of the State of Missouri, to the City of
Moberly, Moberly, Missouri 65270 (hereinafter called "CITY").

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the removal of liquid lime residual from storage lagoons, transporting the lime to area fields and applying to the fields at specific application rates, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, and supplies, and services to perform liquid lime residual removal, transportation, and land application in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" of the owner and to fully complete the project as stipulated in Section B, paragraph 13 of these contract documents.

The CONTRACTOR agrees that this Bid Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

PROPOSAL
For Clean-out, Removal, and Land Application of Biosolids

The application periods and quantities are approximate only and should not be considered as defined amounts or dates. Once mobilized, Contractor shall complete the clean-out, removal and application of biosolids in each period listed within seven (7) working days. Removal, transport and land application of biosolids as required with items associated with and listed below.

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
I.	Clean-out & Land Application of Biosolids as a Liquid (est. units)	DTs	400	\$ _____	\$ _____
II.	Clean-out & Land Application of Biosolids as a Liquid Greater than listed in Items #1 (est. units)	DTs	0-360	\$ _____	\$ _____
III.	Clean-out CSO drain pipe to manway including manway and removal of solid waste and/or debris (ex. gravel)	WTs	As needed	\$ _____	\$ _____
IV.	In the event of a large rain event stormwater will need to be pumped from CSO Basin to a nearby sewer line at gpm rate under the directive of City	Hrs.	As needed	\$ _____	\$ _____

Bidder further agrees to perform all the enumerated work described in the specifications, for the above unit prices.

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

The contract requires the successful Bidder to do 100% of the work for this Contract.

The award of the contract, if it is awarded, will be to the Bidder whose price is determined by the Owner to be in its own best interest. Failure to provide any of the information as required herein Section C, will be grounds for disqualification. The contract will be awarded to the Bidder whose program most closely satisfied the overall specifications as well as a number of other factors including, but not limited to:

- A. Price of the program. (Completed Price Sheet)
- B. Experience of Bidder in similar operations utilizing biosolids, lime, or industrial waste removed from storage basins
- C. Demonstrated operational history. (Upon request provide load sheet records showing removal, transport and land application of biosolids)
- D. List of the equipment required by Bidder for this project

- E. List of equipment required for this project not owned by the bidder
- F. Capability to address spills and clean up
- G. References from previous project
- H. Ability to mobilize as required for each application period.

Workmen Certification

The City seeks to ensure that the highest quality workmanship will be performed on City projects constructed by outside contractors, and to do so, encourages all bidders to use workmen on such projects who have satisfactorily completed a registered apprenticeship program developed and operated in accordance with 29 CFR, Part 29. All such bidders are required to certify in their bids on such City projects the percentage, if any, of their workmen for the project which have satisfactorily completed such a program for the type of work they will be performing.

References

BIDDER shall submit three-references, contacts, and phone numbers from similar contracts with others.

Prevailing Wage or Davis Bacon Violations

Has the bidder had any violations relating to Prevailing Wage or the Davis Bacon Act?

Yes	
No	

If yes, attach an explanation.

Bid Proposal
Page XX of XX

Company Name _____

References

Bidder submits the names of Subcontractors to be used in performing the Work. Bidder certifies that all Subcontractors listed are eligible to perform the Work. Indicate if the Subcontractor has had any violations relating to Prevailing Wage or the Davis Bacon Act. Subcontractors are subject to the approval of the City and may not be changed except at the request or with the approval of the City

Has the subcontractor(s) had any violations relating to Prevailing Wage or the Davis Bacon Act?

Yes	
No	

If yes, attach an explanation.

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

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

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver a surety bond or bonds as required.

Payment Bond/Performance Bond will be required for any single award of \$50,000.00 or over. The successful bidder shall furnish at his own expense corporate surety bonds in a sum equal to the full amount of the contract, running to City of Moberly, Missouri, to ensure the faithful performance of all contract provisions and to ensure prompt payment to those furnishing materials or performing labor. Bonds shall guarantee the faithful performance of the prevailing wage **if the contract amount exceeds \$75,000**. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract. These bonds, in part or all, are to be forfeited to the City in the event that the terms of the contract are not met in total by the successful bidder. Costs (if any) of these bonds shall be incorporated in the proposal submitted. Bonds must be furnished to the City within ten days upon award of contract, or bidder shall be deemed in default and award may be cancelled.

Complete and return Section O – Addenda (if applicable) with this proposal.

Contractor

(Signature of Authorized Representative)

(Printed Name of Authorized
Representative)

Title

Business Address

Telephone Number/Fax Number

E-Mail Address

(SEAL - IF BID IS BY A
CORPORATION)

ATTEST:

Name

(Printed Name)

Title:

SECTION D - BID BOND (N/A)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as
Surety, are hereby firmly bound unto the City of Moberly, Missouri, the Owner, in the
penal sum of \$ _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this _____ day of _____, 2021.

The condition of the above obligation is such that whereas the Principal has submitted
to City of Moberly, Randolph County, Missouri, a certain bid attached hereto and hereby
made a part hereof to enter into a contract in writing, for the TAYLOR STREET CSO
BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE,

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of
said contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the surety for any and all claims
hereunder shall, in no event, exceed the penal amount of the obligation as herein
stated.

Surety and its bond shall be in no way impaired or affected by any extension of the
same within which the Owner may accept such bid; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By: _____

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION E - AGREEMENT

Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION

THIS AGREEMENT, made and entered into in the City of Moberly, County of Randolph, State of Missouri this DATE, by and between the City of Moberly, Missouri, a Municipal Corporation, hereinafter referred to as CITY, and CONTRACTOR, hereinafter referred to as CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the work for Bid No. 19-XXX – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the installation and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete the same as directed in the specifications unless amended by CITY.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the amount of CONTRACT AMOUNT.
5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Proposal
 - Bid Bond (N/A)
 - Agreement
 - Payment Bond
 - Performance Bond
 - Notice of Award
 - Notice to Proceed
 - Change Order
 - General Conditions
 - Standard Specifications
 - Schedule of Drawings
 - Special Conditions
 - Addendum
 - Prevailing Wage Rates (N/A)
 - Indemnification
 - Traffic Control
 - Affidavit Enrollment in Federal Work Authorization Program

Agreement

Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION

Page 2 of 4

6. The City will pay the Contract Amount to the Contractor in the manner and at such times as set forth in the Contract Documents.
 - A. In the event that the Missouri Department of labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 10 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
7. Acceptance of this agreement includes compliance with the 1991 Omnibus Transportation Employee Testing Act.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Quadruplicate each of which shall be deemed an original on the date first above written.
9. Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.
10. Safety Training
 - A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo, unless such employees have previously completed the required program.
 - B. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project.
 - C. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
 - D. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

- E. Notice of Penalties for Failure to Provide Safety Training
 - a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required above.
 - b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 10 B and C above have elapsed.
 - c. Violations of Section 10 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

CITY OF MOBERLY, MISSOURI

(Signature of Authorized Representative)

Brian Crane

(Printed Name of Authorized
Representative)

(SEAL)

City Manager

Title

ATTEST:

Name

(Printed Name)

Title:

COMPANY NAME

(Signature of Authorized Representative)

(Printed Name of Authorized
Representative)

(SEAL – if corporation)

Title

ATTEST:

Name

(Printed Name)

Title

SECTION F - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of Moberly, Missouri, 101 West Reed Street, Moberly, Missouri, 65270, hereinafter called OWNER, in the penal sum of _____

Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

Principal

Address

By: _____

Attest:

Principal Secretary

(SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary

(SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION G - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of Moberly, Missouri, 101 West Reed Street, Moberly Missouri, 65270, hereinafter called OWNER, in the penal sum of _____

Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of _____, _____, a copy of which is hereto attached and made a part hereof for Bid No. SS2021-001– TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2021.

Principal

Address

By: _____

Attest:

Principal Secretary

(SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary

(SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION H - NOTICE OF AWARD

DESCRIPTION OF WORK:	Clean-out of biosolids from Taylor Street CSO Basin and transporting the biosolids to area fields and applying to the fields at specific application rates
TO:	CONTRACTOR
DATE OF AWARD:	DATE OF PROJECT AWARD

The OWNER represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its notice and instructions to bidders dated DATE OF BID. It appears that it is in the best interest of said OWNER to accept your proposal in the amount of CONTRACT AMOUNT.

You are required by the notice and instructions to bidders to execute the formal contract with the undersigned OWNER and to furnish the required Contractor's performance and payment bonds and Certificate of Insurance within ten (10) calendar days from the date of the delivery of this notice to you.

If you fail to execute said contract and to furnish said bonds and insurance within ten (10) calendar days from the date of delivery of this notice, said OWNER will be entitled to consider all your rights abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the OWNER may see fit.

Signed: _____
Brian Crane

Title _____
City Manager, City of Moberly Missouri

Date _____

ACCEPTANCE OF NOTICE - Receipt of the above Notice of Award is hereby acknowledged by:

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION I - NOTICE TO PROCEED

DESCRIPTION OF WORK:	Clean-out of biosolids from Taylor Street CSO Basin and transporting the biosolids to area fields and applying to the fields at specific application rates
TO:	CONTRACTOR
DATE OF NOTICE:	DATE THIS NTP IS TYPED

In accordance with the Contract dated CONTRACT DATE, you are hereby notified to commence work beginning START DATE and you are to complete the work no later than COMPLETION DATE.

Signed: _____
Brian Crane

Title _____
City Manager, City of Moberly Missouri

Date _____

ACCEPTANCE OF NOTICE - Receipt of the above Notice to Proceed is hereby acknowledged by:

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

Change in Contract Amount due to this Change Order:

Total Decrease	
Total Increase	
Net Change	
Original Contract Amount	
Current Contract Amount	
Revised Contract Amount, Including this Change Order	

The time provided for completion in the Contract is increased by _____ calendar days. This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.

Except as otherwise specifically stated in this change order, this change order resolves and waives all of the Contractor’s claims for time or money which the Contractor was aware of prior to the date of this change order.

Reason for Change:

Signed: _____
 Brian Crane

Title _____
 City Manager, City of Moberly Missouri

Date _____

ACCEPTANCE OF CHANGE ORDER

Accepted By: _____

Signed: _____
 (Signature of Authorized Representative)

Name _____
 (Printed Name of Authorized Representative)

Title _____

Date _____

SECTION K - GENERAL CONDITIONS

SECTION 1.100 DEFINITIONS

1.100 CONTRACT DOCUMENTS

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Proposal
- d. Bid Bond (N/A)
- e. Agreement
- f. Payment Bond
- g. Performance Bond
- h. Notice of Award
- i. Notice to Proceed
- j. Contract Change Order
- k. General Conditions
- l. Standard Specifications
- m. Schedule of Drawings (N/A)
- n. Special Conditions
- o. Addenda
- p. Prevailing Wage Rates (N/A)/Excessive Unemployment
- q. Traffic Control
- r. Affidavit Enrollment in Federal Work Authorization Program

1.101 PROJECT MANAGER

Shall mean the CITY assigned Project Manager for the City of Moberly, Missouri, or its representative duly authorized in writing to act for the Project Manager.

1.102 CITY

Shall mean the City of Moberly, Missouri.

1.103 SUBCONTRACTOR

Shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes material.

1.104 CONTRACTOR

Shall mean the Contractor named in the contract documents.

1.105 PROPOSAL

The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

1.106 PROPOSAL GUARANTY

The bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the CITY for the construction of the work, if the contract is awarded to him.

1.107 PERFORMANCE BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

1.108 PAYMENT BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to promptly make payments to those furnishing materials or performing labor in accordance with the terms of the Contract.

1.109 SURETY

Shall mean the person, firm or corporation who executes the Contractor's bonds.

1.110 SPECIFICATIONS

Shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

1.111 DRAWINGS

Are those listed in the index to specifications and drawings with all addenda thereto.

1.112 WRITTEN NOTICE

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of the contract.

- a. Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in his business address until completion of the contract.

1.113 ACT OF GOD

Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature.

1.114 WORKING DAY

A working day is defined as any day when, in the opinion of the Project Manager, weather conditions are such as would permit any major operation of the project for six (6) hours or over unless other avoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.

1.115 CALENDAR DAY

Is the method of determining the number of days within a year utilizing the Julian and Gregorian calendar? The Julian calendar set the lengths of a month at 30 or 31 days, except for February. The Gregorian calendar determines a year is three hundred sixty-five (365) days (except a leap year, which has three hundred sixty-six (366) days) divided into twelve (12) months or fifty-two (52) weeks.

SECTION 2.00 DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.100 INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the CONTRACTOR furnishes all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the drawings and described in the specifications, as well as all incidental and additional items of work which are reasonably inferable from the drawings and specifications in order to fully complete the Work so that it is ready for use, occupancy, and operation by the OWNER as intended.

2.101 CONFLICT

If there is any conflicting variance between the drawings and the specifications, or between the general conditions of the specification requirements, the more stringent requirements shall control. However, the Contractor shall immediately bring all such conflicts to the Project Manager's attention for clarification before the work is done. Any work done by the Contractor before such conflict is corrected in writing, shall be done at the Contractor's risk.

2.102 DISCREPANCIES IN DRAWINGS

Any discrepancies found between the specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Director of Utilities, who shall correct such error or omissions in writing. Any work done by the

Contractor before such discrepancies, errors or omissions are corrected in writing, shall be done at the Contractor's risk.

2.103 ADDITIONAL INSTRUCTIONS

Further instructions may be issued by the Director of Utilities during the program of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.104 SAMPLES

All samples called for in the specifications or required by the Project Manager shall be furnished by the Contractor and shall be submitted to the Project Manager for his approval. Samples shall be furnished so as not to delay fabrication of the samples submitted.

- a. Samples for Tests: Contractor shall furnish such samples of materials as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.

2.105 QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the Project Manager, has in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, that Project Manager may require.
- b. The Contractor shall abide by the Project Manager's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing with a reasonable time. No substitute materials shall be used unless approved in writing.
- c. Submission of requests for substitution of products or shall constitute a representation that the Contractor:
 - i. Has investigated the proposed product and determined that it is equal to or better than the specified product.
 - ii. Will provide the same warranty for the proposed product as for the specified product.
 - iii. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including redesign and

additional components and capacity required by other work affected by the change.

- iv. Waives all claims for additional costs and time extensions which are caused by the change.
- d. An addendum will be issued prior to bid opening; identifying manufacturers of approved equipment. Only general Contractors can request approval of equal equipment.

2.106 EQUIPMENT APPROVAL DATA

The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. This submission shall be compiled by the Contractor and approved by the Project Manager before any of the equipment is ordered. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- b. After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from Project Manager.

Catalog data for equipment approved by the Project Manager does not in any case supersede the Project Manager's contract documents. The approval of the Project Manager shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Project Manager's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the item submitted. The Contractor shall check the work described by the catalog data with the Project Manager's contract documents for deviations and errors.

- a. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- b. Where equipment requiring difference arrangement of connections from those shown is approved. It shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

2.107 SURVEYS

Unless otherwise specified, the CITY shall establish all base lines for location of the principal component parts of the work together with a suitable manner of benchmarks adjacent to the work. Based upon the information provided by the CITY, the Contractor

shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.108 SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Project Manager's instructions. Deviations from the drawings and specifications shall be called to the attention of the Project Manager at the time of the first submission of shop drawings and other drawings for approval. The Project Manager's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a. Three (3) copies shall be submitted at least thirty (30) calendar days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- b. The Project Manager shall, within fourteen (14) calendar days of the submittal of any shop drawings, return one (1) copy to the Contractor marked with all corrections and changes.
- c. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Project Manager.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Project Manager two (2) copies of the shop drawings conforming to the required corrections and changes.

SECTION 3.00 PROJECT MANAGER-CITY-CONTRACTOR RELATIONS

3.100 PROJECT MANAGER'S RESPONSIBILITY AND AUTHORITY

All work shall be done under the general supervision of the Project Manager or his designated representative. The Project Manager or his designated representative shall decide any and all questions which may arise as to the quality and acceptability of materials, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

3.101 PROJECT MANAGER'S DECISIONS

All claims by the Contractor shall be presented to the Project Manager for decision, which shall be made in writing within a reasonable time.

