Notice to Bidders

The City of Bel-Nor is accepting bids for Asphalt Street Repairs for 2019 and your firm is invited to submit a sealed bid proposal.

Bids are due by 11:00 a.m., Friday, August 2, 2019. Sealed bids may be mailed or delivered in person to:

City of Bel-Nor
Attn: City Clerk
8416 Natural Bridge Rd
St. Louis, MO 63121

Specifications and bid sheets are enclosed. Please forward two copies of your proposal on the bid sheet and mark the envelope “Proposal for Asphalt Street Repairs – 2019”.

The City reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids. Consideration of the quality of past performance will be given for firms who have previously worked for the City of Bel-Nor.

The Missouri Division of Labor Standards Prevailing Wage Law with regard to St. Louis County shall apply.

Should you wish to inspect project areas or need additional information, contact Bill Hook, Mayor, Monday-Friday, 8:00 a.m. – 4:30 p.m. at (314) 381-2834, or (314) 705-2735.

Sincerely,

CITY OF BEL-NOR
William D. Hook
Mayor
INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

1. Each bidder by making their bid represents that they have read and understands the bid documents.

2. Each bidder by making their bid represents that they have visited the site and familiarized themselves with the local conditions under which the work is to be performed.

3. Bidding Procedures:
   a. Bid must be prepared on the forms provided.
   b. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids.
   c. Each bidder shall state the length of time necessary for substantial completion of the work after receiving notice from the Owner to proceed with this work.
   d. Bids received by facsimile or email will not be considered or openly read.
   e. Bids will incorporate the monthly “Asphalt Price Index” as published by the Missouri Department of Transportation.

4. Bid Receiving:
   a. Bids for this project will be received in accordance with the invitation for bid directions.

5. Award of Contract:
   a. Contract will be awarded as soon as possible to the responsive bidder submitting the best bid, provided:
      1) Evidence of the experience, qualifications and financial responsibility of each bidder and their subcontractors, and the time of completion are all acceptable to the City.
      2) The total of acceptable bid is within the City’s financial budget for the project.
      3) Work shall begin no later than thirty (30) calendar days after notice to proceed.
      4) All paving shall be done between August 1\textsuperscript{st} and continue through October 31\textsuperscript{st} dependent upon weather conditions, and no asphalt shall be placed if air temperatures are below 40°F for the wedge or surface courses or below 40°F for base courses. The City, at their discretion, may extend projects beyond the October 31\textsuperscript{st} deadline.
CITY OF BEL-NOR, MISSOURI
SPECIFICATIONS FOR 2019 ASPHALT STREET REPAIRS

A. **SCOPE OF WORK:**

The Contractor shall provide all labor, equipment, material, and all other work service cost to provide the 2-inch mill and overlay of existing pavement and 2-inch overlay of existing pavement in the locations shown on the attached maps.

The contractor is to provide all necessary traffic control measures and signage as necessary. Contractor is to provide all construction layout and staking.

The work and materials to be furnished shall conform to the following specifications which are to be used in conjunction with the current editions of the St. Louis County Standard Specifications for Highway Construction and, as applicable, the Missouri Standard Specifications for Highway Construction. Any exceptions to these specifications must be noted in writing and included in the bid form.

All bituminous asphalt pavement type C shall meet the requirements as specified in the St. Louis County Highway Department specifications for highway materials, sections 405 and 1015 or as currently revised. Asphalt pavement shall be 2 inches in depth of type C mix.

All bids shall be net in place and finished per the bid item quantities unit pricing as shown on the bid form.

The successful bidder will mill and dispose of all existing pavement and debris in conformance with St. Louis County Waste Management code, the ordinances of the City of Bel-Nor and applicable state laws.

The contractor shall notify the City or their representatives 24 hours in advance of pavement placement so that the subgrade, depth, and all other conditions can be reviewed and approved by the City prior to pavement placement.

All grass will be removed from pathway edge to edge, as to maintain maximum width. All debris will be removed and cleaned in a workman like manner before pavement placement.

The City of Bel-Nor may take core samples as necessary to determine that the desired thickness of the asphalt pavement has been placed on the street.

All disturbed ground areas shall be fine graded, topsoil backfill, seeded and straw mulched per the St. Louis County Erosion and Sediment Control Manual. All seed mixtures shall be approved by the City prior to seeding operations.
Contractor shall use SS1 Tack Coat, 100% coverage, on all pavements to be overlaid.

Where necessary, the contractor shall adjust existing manhole frames, water and gas valves to grade, and shall be responsible for notifying and locating all utilities in the work areas prior to performing work. The contractor shall take all necessary precautions to prevent damage to pavements (driveway approaches, sidewalks, streets, curbs, etc.) adjoining the work areas and will, at no cost to the City, be responsible for repairing any such damage.

All new pavement joints need to match adjoining pavement joints. Joints will be sealed with hot pour elastic type joint sealer or other approved joint sealer.

Contractor is to sand joints after placing joint material to prevent tracking.

The contractor shall provide all necessary signage, barricades and cones (including message board signage, as may be needed) and maintain traffic control measures at all times.

Emergency service vehicles (police, fire, ambulance) must have resident access at all times during the project. The contractor must plan for this access in their bid and construction schedule sequence. The contractor is to notify all residents within the project area in writing and coordinate their means of access during normal working times. This notification must occur at least 5 working days prior to access interruption.

The contractor is to always leave the project site accessible after each day’s work and on weekends and holidays. The contractor shall provide access to allow vehicle travel into and out of the residential areas.

Weather: Asphalt placement shall not be attempted on rainy days or when ground is frozen, or temperature is below 40 degrees. Failure to adhere to weather restriction on the contractor’s part could result in the City’s rejection of the pavement with the result being the contractor replacing such pavement at their own expense.

Cleaning of the Streets and Work Areas: The contractor shall clean the streets of all excess material periodically or as directed by the City’s representative, so that the material does not adhere to the paved surface or cause a nuisance. The contractor shall use motorized equipment that does not leak fuel or oil onto existing pavement or in excavated areas. Such equipment if found on job site, shall be replaced or repaired immediately. Failure to clean the street properly or undertake other public safety issues could lead the City forces undertaking the work and back charging the contractor at prevailing wage rates.

Laydown Areas: The contractor is to use only paved surfaces for laydown areas. The Contractor is prohibited from using any grassed island or yard for storage of equipment and materials. Suggested laydown area locations are –
1) Bellerive Dr. from Normandy Dr. to Arlmont Dr. next to gazebo island.

2) Clearview Dr. at Audrain Dr. at end of road.

3) Horatio Dr. at Woodview Ct. on center island cut through.

The Contractor shall obtain approval from the City for any other laydown area locations.

The work consists of the following:

SEE ATTACHED FIGURES FOR APPROXIMATE LOCATIONS

1) Mill and overlay of Audrain Dr. from Arlmont Dr. to Clearview Dr.

2) Mill and Overlay of Clearview Dr. from Audrain Dr. to 2961 Clearview Dr.

3) Sawcut then mill and overlay (patching and pothole repair) on Bellerive Dr., Delavan Dr., Andover Dr., Hatherly Dr., Wakonda Dr., Moniteau Dr., Clearview Dr., Racquet Dr., Ridgeview Dr., Roanoke Dr., Ardsley Dr., Nordic Dr., Glen Echo Dr., Florentine Dr., Chadwick Dr., Horatio Dr., Darwin Ct., Woodview Ct., and Gainsboro Ct.

The above work will be broken into two phases:

1) Phase 1 – Audrain, Clearview, Bellerive, Delavan, Andover, Hatherly, Wakonda, Moniteau, Racquet, Ridgeview, Roanoke, Ardsley, Nordic, and Glen Echo. Note: All Mill & Overlay work shall be performed first.

2) Phase 2 - Bel-Nor South - Florentine, Chadwick, Horatio, Darwin, Woodview, and Gainsboro.

The Contractor is to bid on Phase 1 as the Base Bid and Phase 2 as Alternate 1.

The Contractor shall submit any changes to the as-bid quantities (increase or reduction) to the City for approval as a change order.

The Contractor shall mark each work area in in the field prior to beginning any work. The City may require verification of each location by its representative before work begins.

The City will be requesting contractor bids as noted on the bid form. The contractor will provide amounts and unit cost as noted in the bid sheets. The City of Bel-Nor reserves the right to remove any one or all work if in its judgment is not in the best interest of the City of Bel-Nor.

Delays and Extension of Time: Considered when the contractor is delayed at any time in the progress of the work, by any act or neglect of the City or of its employees, or by any other contractor employed by the City, or by changes ordered in the work, or by strikes, lockouts, fire, inclement weather, unusual delaying transportation, unavoidable casualties, or any causes beyond the contractors control. If the Board or its representatives decide to justify the delay, then the time of completion shall be extended.
for such reasonable time as the City may decide. No such extension shall be made for delay occurring more than ten (10) days before claim, therefore claims will be made in writing to the Mayor. In the case of a continuing cause of delay, only one claim is necessary.

All bidders shall be responsible for completely familiarizing themselves with the work to be done. Any questions concerning the work should be directed to the City Clerk at 314-381-2834 or via email to cityclerk@cityofbelnor.org.

B. **NO ADDITIONAL CHARGE ITEMS:**

There shall be no additional charge to the City for the contractor to provide labor, equipment and materials for:

- Protect work from rain and flood damage
- Clean streets and public safety concerns
- Necessary construction zone signage, barricades, cones and flagmen
- Backfill, compact, seed and straw
- Seal all construction joints
- Contractor’s damage (if any) to pavements or private property adjoining the designated work areas, including residential driveways
- Provide appropriate signage and notification to area residents regarding the work and access restrictions
- Replacement of vandalized pavement and landfill fees
- Protect homeowners’ flowers, trees, shrubs and sprinkler heads that abut pavement and the replacement of such damaged items as required
- Disposal of material
- All other miscellaneous work as necessary to provide a complete and satisfactory job

**NOTE:**

Failure by the contractor to undertake work for the protection and welfare of the general public can result in the City forces undertaking the work and back charging the contractor at prevailing wage rates.

C. **INTERPRETATION OF DOCUMENTS:**

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this bid request, or find discrepancies in, or omissions, they may submit to the City a written request for an interpretation or correction thereof.

Any interpretation or correction of the bid request document will be made only by Addendum duly issued to the City, and a copy of such Addendum will be mailed to each person who received a Request for Bids by mail. The City will not be required to mail addenda to those persons who retrieved the Request for Bids from the City’s website. It is the responsibility of these contractors to review www.cityofbelnor.org for any addenda prior to submitting their response. The City will not be responsible for any other explanation or interpretation of the Bid Request. All questions should be directed to the City Clerk at 314-381-2834 or cityclerk@cityofbelnor.org before bid opening.
Any addenda issued by the City prior to the scheduled time of opening the bids shall be included in the bid and shall be made part of any contract.

D. **SELECTION CRITERIA**

Awards shall be determined by and based upon the best proposal, which, in the discretion of the City of Bel-Nor is the proposal that most adequately meets the needs of the City. In determining the best proposal, in addition to price, the City may consider:

- Quality, availability, and contractual services to the particular use intended,
- The ability, capacity, and skill of the bidder to perform the contract or provide the service required,
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference,
- The character, integrity, reputation, judgment, experience and efficiency of the bidder,
- The quality of performance of previous contracts or services,
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service,
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service,
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and
- The number and scope of conditions attached to the bid.
- Whether the bidder is in default on the payment of taxes, licenses or other moneys due to the City. This factor alone shall justify disqualification.

E. **GUARANTEE:**

All work on this project shall be guaranteed to be free from defects in workmanship and materials for a period of one year from date of completion of the entire project. This is not a maintenance guarantee.

The Contractor shall repair and replace any defective areas within ten (10) days after receiving notice of this defect. Should repair work not be done by the Contractor, the City will make the necessary repairs and charge the Contractor.

F. **BID SUBMISSION & COMPLIANCE**

Bid documents include the following affidavits that are required before and/or after the work has been completed.

- Affidavit of Work Authorization – RSMo.285.530
- Affidavit of OSHA Training Compliance – RSMo.292.675
- Affidavit of Compliance with the Prevailing Wage Law – RSMo.290.10
- Affidavit of American Products Purchase – RSMo.575.040
- Final Pay Affidavit
- Non Collusion Affidavit
The above list of statutes is not intended to be exhaustive. The compliance requirement of this provision is continuing and must be satisfied during the entirety of the bid process and any future agreement. It is the sole responsibility of the successful bidder to ensure that this provision is satisfied, and the City assumes no responsibility or liability for the failure to comply.

Each bid must be accompanied by a certified check, a cashier’s check, or bid bond, payable to the City of Bel-Nor in the amount of ten percent (10%) of the amount of the bid as a guarantee that the successful bidder will enter into contract within ten days after award is made. The City will return the bond/check to unsuccessful bidders in a timely fashion.

Two hard copies of the bid must be submitted in a sealed envelope with the words “Proposal for Asphalt Street Repairs – 2019” clearly printed on the envelope.

Bids shall be submitted to the City Clerk office at:
8416 Natural Bridge Rd.
St. Louis MO, 63121
No faxed or e-mail bids will be accepted.
Bids must be received by 11:00 a.m. Friday, August 2, 2019 at the above stated address.

Any person or firm may withdrawal their bid by written request at any time prior to the scheduled time of the bid opening.

G. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the contractor’s capabilities to satisfy the requirements of this request. The bidder shall be responsible for cost incurred in the bid preparation and delivery.

The City of Bel-Nor reserves the right to reject any and all bids or portions of any bid deemed not to be in its best interest.

Neither the distribution of this request or acceptance of any response should be constructed as creating a contractual obligation between the City of Bel-Nor and any Contractor. The City of Bel-Nor does not authorize and will not be responsible for any expense or charge associated with providing a response to this Request for Bid.

Your bid must remain valid for at least 90 days after the submittal date.
PROPOSAL FORM
CITY OF BEL-NOR, MISSOURI
ASPHALT STREET REPAIRS FOR 2019

PROPOSAL OF:

(Name of Company)

(Address)

The bidder hereby agrees to perform the work in accordance with the specifications, provide insurance as specified, and understands the quantities of work may be increased or decreased at the option of the City. The bidder also hereby agrees that the following bids consider the Missouri Department of Transportation “Asphalt Price Index” for June 2019 of $_______ per liquid ton, and that unit pricing per ton of asphalt will vary with varying asphalt price indices.

Base Bid – Phase 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Assumed Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Mill &amp; Overlay</td>
<td>81,115</td>
<td>SF</td>
<td>$</td>
<td>$</td>
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<td>Patch Repair</td>
<td>59,243</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pothole/Small Patch Repair</td>
<td>30</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Base Bid $_______

Notes:
## Alternate Bid – Phase 2

<table>
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<tr>
<th>Description</th>
<th>Assumed Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patch Repair</td>
<td>17,941 SF</td>
<td>SF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pothole/Small Patch Repair</td>
<td>4 EA</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>1 LS</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1 LS</td>
<td>LS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Alternate Bid 1</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Notes:

(Signature) ________________________________ (Title) ________________________________

(Seal, if Bid is by a corporation) ________________________________

(Date) ________________________________
THIS AGREEMENT made and entered into by and between the City of Bel-Nor, Missouri, a municipal corporation, hereinafter referred to as the CITY, and ____________________________, hereinafter referred to as the CONTRACTOR.

1.00 DEFINITIONS

1.01 Project

The project shall be defined as the work to be performed, including but not limited to the labor and/or materials as set forth in the Notice to Bidders, Instructions and General Conditions of Bidding, Proposal Form, and Engineering Drawings and Specifications.

1.02 Specifications

The specifications shall be as described in the City of Bel-Nor, Missouri Specifications for 2019 Asphalt Street Repairs. The Specifications are incorporated as a part of this agreement by reference as fully as if the documents defined as the Specifications were set forth herein verbatim.

1.03 Working Days

Working days shall be defined as weekdays, which are not Federal Holidays.

2.00 GENERAL CONDITIONS

The Contractor agrees to provide all labor and/or materials as set forth in the Specifications and to complete the Project within the time period specified by the contract documents. A copy of the Contractor’s Proposal Form is attached to this Contract.

That in consideration of the Contractor’s providing said labor and materials the City shall pay the Contractor per unit or lump sum as defined in the attached Proposal Form. In the event there is a discrepancy between this document and the Proposal Form, this document shall govern.

3.00 PROGRESS PAYMENTS

Payments shall be made as follows:

3.01 The City shall make progress payments on the 1st and 15th of each month based on Applications for Payment made by the Contractor.
3.02 Each Application shall be based on a percentage of the work completed or if the contract is for a unit price the number of units completed on the date of the submittal.

3.03 The City shall pay the Contractor for each Project substantially completed (for example, Audrain Dr.), based upon the unit prices provided and number of units completed, without withholding retainage.

3.04 The portion of the project substantially completed shall be determined in the sole discretion of the City Street Commissioner or his designee.

4.00 COMMENCEMENT AND COMPLETION OF WORK (OMITTED)

5.00 MITIGATED DAMAGES (OMITTED)

6.00 LIABILITY INSURANCE

6.01 The Contractor shall be required to furnish Public Liability and Property Damage Insurance with coverage to name and protect the City and the Contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from work performed under this agreement, whether such claim be a result of actions by the Contractor or any sub-contractor performing work under this agreement. The insurance policy shall be not less than $500,000 personal injury per occurrence and not less than $500,000 aggregate property damage.

6.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, including naming the City of Bel-Nor as the certificate holder, and shall contain a statement of the substantial language:

“The issuer of this certificate shall notify the City of Bel-Nor within 48 hours prior to cancellation of the policy for which this certificate has been issued”.

6.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor’s failure to maintain insurance coverage.
**7.00 WORKER’S COMPENSATION INSURANCE**

7.01 The Contractor shall be required to provide proof of Worker’s Compensation Insurance and maintain said insurance during the performance of the work prescribed in this agreement. The Contractor shall be further required to provide proof of Worker’s Compensation Insurance for all sub-contractors performing work under this agreement.

7.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

“The issuer of this certificate shall notify the City of Bel-Nor within 48 hours prior to cancellation of the policy for which this certificate has been issued”.

7.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor’s failure to maintain Worker’s Compensation Insurance coverage.

**8.00 COMPLIANCE WITH PREVAILING WAGE**

The Contractor shall pay wages not less than the prevailing wage for the type of work performed under this agreement as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The Contractor further agrees to comply with Prevailing Wage Laws as prescribed in Section 290.290 RSMo, and to ensure compliance with the aforementioned statutes by all sub-contractors performing work under this agreement. The Contractor will pay the City as and for liquidated damages, one-hundred dollars ($100.00) per day, or portion of day, if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

**9.00 PERFORMANCE BOND**

If the quote for this work exceeds $25,000, the Contractor shall submit, upon execution of this agreement, a Performance and Payment Bond for the full amount of the contract for the work to be performed under this agreement.

**10.00 QUALITY OF WORK**

In the event that the City determines that the Contractor’s work is not to specifications, or the work cannot be reasonably completed by the Contractor during the period specified, the City may at its option provide the Contractor ten (10) days written notice to remedy said default. In the event that the
Contractor has not rectified said default within said ten (10) days, the City may at its option terminate this agreement.

In the event of said termination, the City may at its option employ another contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor’s failure to perform.

11.00 GUARANTEE

The Contractor hereby expressly guarantees the work performed under this agreement as to workmanship and conformance to the specifications provided. Upon notification by the owner the Contractor shall make any and all necessary replacements at his own expense to the satisfaction of the City within ten (10) days, or within a time acceptable to the City. If the Contractor fails to proceed with such corrective action as specified by the City, the City may at its option employ another contractor to take such corrective action, and to charge the cost thereof to the Contractor.

12.00 ACCEPTANCE AND FINAL PAYMENT

12.01 Final Inspection

When the work performed under this agreement has been fully completed in accordance with the specifications provided a final inspection shall be made by the City and any defects arising out of said inspections shall be remedied by the Contractor.

12.02 Retainage (OMITTED)

12.03 Final Payment

Final payment and acceptance of such payment by the Contractor shall release the City from all claims of any liabilities of the Contractor under this agreement, except that the Contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspection. The Contractor shall submit at least monthly throughout the construction sequence lien waivers and certified payroll certificates. Prior to the final payment, at the end of the construction season, the Contractor shall submit an affidavit of compliance with the prevailing wage laws.

13.00 RECOVERY OF DAMAGES

In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the City shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.
14.00 UNAUTHORIZED ALIEN AFFIDAVIT AND E-VERIFY

As a condition for the award of any contract or grant in excess of five thousand dollars ($5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached “Affidavit of Work Authorization - City of Bel-Nor Public Works Projects” and return it to the City Clerk.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

15.00 Health and Safety of Employees

In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA of a similar program which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

16.00 Builder’s Risk Insurance

During the term of this contract, Contractor shall maintain in full force and effect, at its own expense, Builders' Risk Fire and Extended Coverage Insurance covering contractor's materials, fixtures and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, by reason of fire, wind, theft and vandalism in an amount
equal to one hundred percent (100%) of the full contract price. The policy shall name both the Contractor and the City as insureds and the proceeds of the policy shall be payable to the Contractor and the City, as their interests appear.

A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

“The issuer of this certificate shall notify the City of Bel-Nor within 48 hours prior to cancellation of the policy for which this certificate has been issued”.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE ________ DAY OF ____________________________, 2019

CITY OF BEL-NOR: ___________________________ CONTRACTOR: ___________________________

William D. Hook, Mayor ___________________________ Signature ___________________________

Date ___________ Date ___________

ATTEST: ___________________________ APPROVED AS TO FORM: ___________________________

Diana Krosnicki, City Clerk ___________________________ Stephanie Karr, City Attorney ___________________________