

DIVISION III

FORMS



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS RFQ# (Insert Project Bid No.) (INSERT PROJECT NAME)

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, Columbia, MO 65201 until: _____ for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

Pre-Bid Conference There will be no pre-bid conference but bidders are welcome to call the Engineer or Purchasing Agent with any questions concerning this bid: Marilyn Starke, Purchasing Agent, Bid Submission/Solicitation Matters, 573.874.7687.

Specifications & Plans Drawings, specifications and other related Contract information may be ordered online at _____ or by contacting _____, phone (____) _____ fax (____) _____ for a non-refundable charge of \$_____. Checks shall be made payable to the City of Columbia and mailing costs are the responsibility of the purchaser. Drawings, specifications, any addenda, and a plan holders list are available by clicking on online planroom. Documents may also be viewed on site at the office of the Purchasing Agent, 701 E. Broadway, Fifth Floor, Columbia, Missouri.

Bid Opening: At said time and place, and promptly thereafter, all bids which have been duly received will be publicly opened and read aloud. Bids received after the above-specified time for opening will be returned to the sender unopened.

Bonding: Each Bidder shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds:

- 1.) **Traditional Hard Paper Copy of the bond or a certified check, payable to the City of Columbia**
- 2.) **An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission.** Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into Contract within fifteen (15) days at the price bid, if accepted by the City.

Accepting Bids: The City reserves the right to select the bid item or items which best suits its needs, whether the price is the lowest or not, and also reserves the right to reject all bids and/or waive informalities.

Nondiscrimination in Employment

Bidder on the work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and Contractors under this order are explained in the specifications.

Prevailing Wages: The City shall cause to be inserted in the Contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such

provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

CITY OF COLUMBIA, MISSOURI
Marilyn Starke, CPPO, Purchasing Agent
BID NO. RFQ # (Insert Project Bid No.)

Notice: The City of Columbia will soon be conducting all bids through this new system.

Bidders are invited to register on the City's NEW E-Vendor site in order to respond to the above Request for Quotation. Once registered, vendors will receive e-mail bid notification, first acknowledging registration then approval of registration. Upon email notification of registration approval, you may go to the E-Vendor site to respond to this bid. Questions concerning this bid process may be directed to City Purchasing, 573-874-6317 or Marilyn Starke 573.874.7687 or mbstarke@gocolumbiamo.com

TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/applproc.php>

**BID RESPONSE
(INSERT PROJECT NAME)**

THE UNDERSIGNED BIDDER, having examined the specifications, general specifications and other proposed Contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed Contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following table:

Bid No.	ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST

BID SUMMARY:

Subtotal \$ _____

Subtotal \$ _____

Subtotal \$ _____

Grand Bid Total All Items \$ _____

SECTION II

2.1 **DBE** If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, list the names of the firms and the work to be assigned in spaces below: **THIS INFORMATION IS REQUIRED**

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order # ____, _____, dated _____, which is attached to this bid document. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

2.4 **Excessive Unemployment Law** By submission of its response, the Bidder agrees to comply with the provisions of Section 290.555, et seq., of the Revised Statutes of Missouri (hereinafter the "Excessive Unemployment Law" and incorporated herein by reference), when there is "a period of excessive unemployment" (as that term is defined under the Excessive Unemployment Law). This requirement includes without limitation, the obligation to use only "Missouri laborers" and "laborers from nonrestrictive states" (as those terms are defined under the Excessive Unemployment Law) in construction or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

2.5 **Debarment and Suspension** By submission of its response, the Bidder agrees to comply with the provisions of Executive Order 12549, regarding Debarment and Suspension. Specifically; the bidder certifies that neither he/she nor their principals are 1.) Presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) Are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and 4.) Have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

SECTION III

3.1 **Time of Completion & Liquidated Damages** Contractor hereby agrees to complete the work described in the Base Bid no later than _____ working days (_____) working days from the date of the Notice to Proceed. Contractor shall agree to allow a deduction of \$_____ per calendar day from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.

SECTION IV

4.1 **Non Collusion** In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

4.2 **Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of Contract Documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

4.3 **Validity of Bids** In submitting this bid it is understood that the right is reserved by the Owner, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

SECTION V

5.1 **Reserved Rights/ Awards:** The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm _____

Individual _____

Title _____

Address _____

Phone _____

Date _____

SPECIAL PROVISIONS

SCHEDULE OF WORK

The Contractor shall furnish the Engineer a detailed schedule setting forth the procedure he proposes to follow and giving the dates he expects to start and to complete separate portions of the work and this schedule must meet with the Engineer's approval prior to issuing the "Notice to Proceed." If in the opinion of the Engineer proper progress is not being maintained, changes shall be made in the Contractor's operation to assure proper progress.

ESTIMATES AND PAYMENTS

On or about the first day of each month, the Engineer will make an estimate of the value of the work done and of unused materials stored on the site. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specification will be deducted from the estimated value.

The Contractor shall furnish to the Engineer such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been approved by the Owner, the Owner will pay to the Contractor within thirty (30) days ninety-five percent (95%) of the estimated value less any previous payments.

Payments for materials stored on the site shall be based only upon the actual cost of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

COMPLIANCE WITH AMERICAN DISABILITIES ACT

The Contractor must comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the act, including those regulations governing employment practices.

QUALITY OF WORKMANSHIP

The Contractor shall be aware of the aesthetic considerations which are a part of this project. A high standard of workmanship will be required in all phases of this Contract.

PROTECTION FROM VANDALS

It will be the Contractor's responsibility to protect fresh concrete from vandals during the curing process. Any concrete work damaged by vandals will be inspected by the Engineer and subject to removal if the Engineer judges the damage to create a safety hazard, or would accelerate deterioration of the concrete surface, or if the damaged area is unsightly and detracts from the overall aesthetics of the project.

COORDINATION WITH UTILITIES

It will be the Contractor's responsibility to contact all utility companies and verify the field location of all utility lines and facilities prior to commencement of work. The Contractor shall notify the utility companies of the intended schedule of work. Caution shall be exercised by the Contractor to avoid disturbing utilities during construction.

SALES TAX EXEMPTION NOTICE

Bidders are hereby instructed to submit bids not including sales tax according to the provision of Section 144.062 RSMo. The successful Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption Letter from the City of Columbia to use in purchasing materials on a tax free basis. It will be the Contractor's responsibility to provide the documentation to any Subcontractors. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Contract.

LABOR PROVISIONS

Attached hereto is the prevailing rate of wages for each type of workman needed to execute this Contract, including the general prevailing rate for legal holidays and overtime work, as determined by the Department of Labor and Industrial Relations of Missouri. The Contractor and all Subcontractors shall pay not less than the prevailing rate of wages as specified therein or as the same may be changed by a court decision on appeal, for all work performed under this Contract.

The Contractor is advised that the prevailing rate of wages is subject to change during the life of the Contract by court decision. No such change shall be the basis for adjustment in the Contract price.

The Contractor and each Subcontractor shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work, together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one (1) year following the completion of the public works in connection with which the records are made.

The Contractor and each Subcontractor shall keep posted in a prominent and easily accessible place at the project site, a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the Contract and employed on the construction, and such notice shall remain posted during the full time that any such workman shall be employed on the project.

Each Contractor and Subcontractor shall file with the City of Columbia, upon completion of the project and prior to final payment therefor, an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law.

In the event of a conflict between any prevailing rate of wage as determined by the Department of Labor and Industrial Relations and any minimum rate of wage as determined by the Secretary of Labor, where the latter is applicable, the greater of the two shall apply.

The Contractor shall forfeit as a penalty to the City, one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the stipulated rates for any work done under said Contract.

BIDDER'S BOND

STATE OF MISSOURI
COUNTY OF BOONE

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

_____ of _____

hereinafter called "Principal," and _____

_____ of

_____, State of _____, hereinafter called the "Surety," are held and firmly bound unto THE CITY OF COLUMBIA, MISSOURI, hereinafter called "Obligee," in the sum of _____ (\$_____) or five percent (5%) of the gross sum named in the bid, in lawful money of the United States, to be paid in Boone County, Missouri, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a Contract for

NOW, THEREFORE, if the bid of the Principal is accepted by Obligee and if the Principal has entered into a Contract with the Obligee within ten (10) days after being given notice of such acceptance and has furnished within said ten (10) days an acceptable Contract bond for the faithful performance of the Contract, then these presents shall be void; otherwise, if the Principal shall fail to perform any part of the conditions set out herein, the amount of this bond shall be paid as liquidated damages to Obligee immediately upon notification of Obligee to Surety of Principal's failure to timely perform the terms of this Bidder's Bond.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Boone County, State of Missouri.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each

one of which shall be deemed an original, this the _____ day of _____,

20_____.

Principal

Attest:

(Principal) Secretary

By: _____

(SEAL)

Address

Witness as to Principal

Address

Surety

Attest:

(Surety) Secretary

By: _____

(Seal)

Address

Witness as to Surety

Address

NOTE: If Bidder is Partnership, all partners should execute bond.

Last Revised 01/20/98

CITY OF COLUMBIA, MISSOURI
(INSERT PROJECT NAME/ BID NO.)
CONTRACT #

THIS AGREEMENT is made and entered into this _____,20____, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "Owner", or "City", and _____, a corporation of _____ in the State of _____, hereinafter called the "Contractor".

WHEREAS, the City has a need for work on _____, known as the (Insert Project Name/ Bid No.) project and

WHEREAS, the City has advertised for bids for a Contractor, has received said bids, analyzed same and duly awarded a Contract to the above referenced "Contractor" for labor and materials as hereinafter set forth and as stated more in detail in the City's Request for Quotation No. _____/20__ including all addenda, and Contractor's response dated _____, all of which are made a part of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Contractor agrees to the work as described in RFQ# _____.
2. Contractor shall be responsible and agrees to perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set out in the Contractor's response to the City's Request for Quotation for _____project # _____ Pages 1 thru __, plus Addendums # 1, bonds and references, which are attached to this agreement as Exhibit A and incorporated herein verbatim.
3. **CONTRACT AMOUNT:** _____, (\$ _____) for the work as described in the bid documents for the entire project.
4. **TIME OF COMPLETION:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the work as described in the specifications within (_____) working days of the date of the Notice to Proceed.
5. **LIQUIDATED DAMAGES:** A deduction of \$ _____ per calendar day will be deducted by the City from the final payment due the Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein.

CONTRACT STIPULATIONS

1. DEFINITIONS:

- a. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- b. "Contractor" shall mean the party having entered into Contract to perform the work herein specified.
- c. "Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
- d. "Work" of the Contractor or subcontractor includes labor or material or both.
- e. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- f. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the Purchasing Division.

2. **BONDING:** When the Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by the City. Bonds shall be written by a company approved by the City, each in an amount of one hundred percent of the Contract price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of two years after completion of work.

3. **CONTRACTORS INSURANCE:** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their Contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City **which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.**

A. **WORKERS COMPENSATION INSURANCE:** The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work,

and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverage's shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.

Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

\$1,000,000 Aggregate for Products/Completed Operations

\$1,000,000 Personal Injury/Advertising Injury

\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

- C. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.
- D. **UMBRELLA EXCESS LIABILITY:** The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.
- E. **WAIVER OF SUBROGATION:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. **CERTIFICATES OF INSURANCE:** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Engineer, but any acceptance of insurance certificates by

the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

- G. **SUBCONTRACTORS:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
4. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a Contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
5. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all City ordinances, and laws of the City, County, State, and Nation as apply to the work herein outlined.
6. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
- a. Not later than thirty (30) days after receipt of invoice, the City will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the City will retain ten percent (10%) of the amount of each such estimate. Not later than thirty days after final tests and acceptance, the City will make final payment of the retained ten percent. If, for any reason, the City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of the Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.
 - b. The Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges

under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the City from any and all claims or liabilities on the part of the City relating to or connected with the Contract.

- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.
- d. The Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

- 7. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the City may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established between the parties either:

- (a) by an acceptable lump sum proposal of the Contractor, or
- (b) on a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with the Contractor, the City may perform the work by force account.

- 8. **PATENTS:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
- 9. **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by the Contractor and replaced by an employee with proper qualifications.
- 10. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction Contract or any part thereof or of the funds to be received thereunder by the

Contractor, will be recognized unless such assignment has had the approval of the City and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment Contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

11. **SUBCONTRACTING:** No part of the work covered by this Contract shall be sublet by the Contractor without the prior written approval of the City. The Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this Contract at the direction of the Contractor shall file a “Final Receipt of Payment and Release” form. This completed form shall be submitted to the City along with application for final payment.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.
 - b. The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
13. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the Bidders herein.
14. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
15. **AMERICANS WITH DISABILITIES ACT:** The successful Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves the Contractor providing services directly to the public, the successful Contractor shall make the services, programs, and activities governed by this agreement

accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful Contractor certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

16. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

17. **SPECIFICATIONS AND DRAWINGS:** The Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give the City and the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

IT IS HEREBY FURTHER AGREED, that this Contract shall consist of all documents attached to this Contract and the following documents:

1. Plans
2. Specifications
3. "City of Columbia, Missouri Street and Storm Sewer Specifications and Standards," dated January 2011, and all revisions to date, and/or the "City of Columbia, Missouri Sanitary Sewer Specifications and Standards", with all revisions to date.
4. Notice to Proceed
5. Change Orders

It is understood and agreed that, except as may be otherwise provided for by "Special Provisions" included in the Proposal, the work shall be done in accordance with the "City of Columbia, Missouri Street and Storm Sewer Specifications and Standards," dated January, 2011, and all revisions to date, and/or the "City of Columbia, Missouri Sanitary Sewer Specifications and Standards," with all revisions to date.

18. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** The Contractor shall be responsible for a period of two years from and after the date of final acceptance by the City of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If the Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to the Contractor.

19. **INTERFERENCE:** All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.
20. **ADDITIONS OR EXCEPTIONS TO TERMS AND CONDITIONS:** Acceptance of any additions or exceptions to the City's terms and conditions submitted by the Contractor will be subject to the City's discretion, and may or not be included in the final agreement.
21. **PREVAILING WAGES:** This Contract shall be based upon payment by the Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards.
 - a. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
 - b. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
 - c. **RECORDS:** The Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and the Owner. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
 - d. **NOTICES:** A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the Contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each Contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.(RSMo 290.265.)
 - e. **PENALTY:** Pursuant to Section 290.250 RSMo, The Contractor shall forfeit as a penalty to the city on whose behalf the Contract is made or awarded one hundred dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said Contract, by him or by any subcontractor under him, and the said public body awarding the Contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the Contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of sections 290.210 to 290.340 committed

in the course of the execution of the Contract, and, when making payments to the Contractor becoming due under said Contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340. It shall be lawful for any Contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of sections 290.210 to 290.340, and if payment has already been made to him, the Contractor may recover from him the amount of the penalty in a suit at law.

The employer shall have the right to dispute such notice of penalty in writing to the department within forty-five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

- f. **AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor and each subcontractor must file with the Owner an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.. Exhibit D is to be used for this purpose.
- g. **WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Missouri Division of Labor Standards or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the Owner, nor will deductions be made by the Owner against sums due the Contractor by reason of any such change.
- h. The prevailing wage rate determination made by the Missouri Division of Labor Standards applicable to this Contract is reproduced verbatim and included in this bid.

22. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS: (Effective 8/28/2009)

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

- (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- (c) CONTRACTOR shall require all subcontractors to observe the construction safety program requirements of this section.
- (d) Pursuant to Sec. 292.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this Contract, all sums and amounts due and owing CITY as a result of any violation of this section.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this Contract the Contractor 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. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

24. ENTIRE AGREEMENT: This Contract represents the entire agreement between the City of Columbia and the Contractor, and specifically negates any standard terms and conditions which may have been submitted with the quotation. No other terms, conditions or stipulations will apply in lieu of those contained herein.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

(Seal)

_____ Name

By:

Title:

ATTEST:

CITY OF COLUMBIA, MISSOURI

By: Marilyn Starke, CPPO Purchasing

Agent

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

I here by certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, *Account* _____ *Project No.*_____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Lori B. Fleming, Director of Finance

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a corporation organized under the laws of the State of _____,
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety,
are held and firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called
Owner, in the amount of _____
_____ DOLLARS,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered
into a Contract with Owner for:

in accordance with specifications prepared by the City of Columbia, which Contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid for submission to Owner for completing the Contract in accordance with its
terms and conditions and upon determination by Owner and Surety of the lowest
responsible Bidder, arrange for a Contract between such Bidder and Owner, and make
available as work progresses (even though there should be a default or a succession of
defaults under the Contract or Contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the Contract price, but
not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the
Contract price", as used in this paragraph, shall mean the total amount payable by Owner

to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at _____, on this _____ day of _____, 20_____.

(SEAL)

Contractor

By: _____

(SEAL)

Surety Company

By: _____
Attorney-in-Fact

By: _____
Missouri Representative

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a corporation organized under the laws of the State of _____,
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the City of Columbia, Missouri, as Oblige, hereinafter called
Owner, for the use and benefit of claimants as herein below defined, in the amount
of _____
DOLLARS, (\$ _____), for the payment whereof Contractor and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into
a Contract with Owner for:

in accordance with drawings and specifications prepared by the City of Columbia, which
Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor
shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions:

- A. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any

such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

C. After the expiration of two (2) years following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

D. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at _____, on this ____ day of _____, 20____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY: _____

BY: _____ (Seal)

(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

AFFIDAVIT

COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally came and appeared _____,
(Name)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ issued by the Industrial Commission of Missouri on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

(Name of Project)

located at _____ in

_____ County, Missouri, and completed on the _____ day

of _____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of _____, State of Missouri, the person whose signature appears above, **PERSONALLY KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires _____, 20_____.

(Notary Public)

AFFIDAVIT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
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hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20____, covering work to be performed and material to be furnished for:

WHEREAS, Contractor has performed work and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

_____ DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise. Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

CONTRACTOR

Personally appeared before me, a Notary Public, within and for the County of _____,
State of Missouri, the person whose signature appears above, PERSONALLY KNOWN TO ME and acknowledged, that signed the foregoing Affidavit for the purposes therein stated.

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

Signature of Official taking

Acknowledgment

My Commission Expires: _____

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____

_____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

- E. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
- F. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
- G. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title

