

**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
PROJECT**



***Project Manual
2026 Concrete Slab
Replacement Project***

Streets Included in Project:

**Aspen Dr.
Camelot Ln.
Clay Ave.
Craighurst Terr. Ct.
Desmond Dr.
Grantway Ct.
Robyn Dr.
Crestwood Manor Dr.
Pine Spray Ct.
Twin Spruce Dr.**

Date: January 12, 2026

**Bid Opening: February 6, 2026
11:00 AM CDT**

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INVITATION FOR BIDS

Sealed bids for the 2026 Concrete Slab Replacement Project will be received by the Director of Public Works at the Crestwood Government Center, One Detjen Drive, until Friday, February 6, 2026, at 11:00 A.M. CDT, when they will be publicly opened and read in the Crestwood Government Center Aldermanic Chambers, located at One Detjen Drive-St. Louis, MO 63126.

The Scope of Work includes breaking out and hauling away old materials, preparing base, forming, pinning, placement, and finishing of concrete street slabs/curbs, including approved ADA sidewalk ramps with truncated domes, backfill curb lines, sodding (if needed), traffic control, and other incidental items. The Work is to be accomplished during the period April 27, 2026 to August 14, 2026; between the hours of 7:00 A.M. and 7:00 P.M.

Bid packages are available from the Department of Public Works at the Government Center; or by contacting Ms. Shirley Brown at (314) 729-4726 or sbrown@cityofcrestwood.org free of charge. All bidders shall register with Ms. Shirley Brown using the above contact information.

Not less than the prevailing hourly rate of wages (Order #31) shall be paid to all workmen performing under this contract per specified rates in this area as determined by the Department of Labor and Industrial Relations of the State of Missouri.

The City of Crestwood is a tax-exempt entity. A project exemption certificate will be supplied to the successful contractor.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

Bidders shall submit and furnish at least three references, along with contact persons and appropriate contact information.

All bidders are required to E-Verify all employed workers participating in the 2026 Concrete Slab Replacement Project as specified. The information must be provided to the City prior to initiating the work.

The selected Contractor (and any subcontractor performing any portion of the Work hereunder) shall require all on-site employees to complete a ten (10) hour OSHA construction safety program or similar program. Any employee found on the site without documentation of the successful completion of the program shall be given twenty (20) days to produce such documentation before being subject to removal from the site. Failure to comply with this Article will result in the Contractor forfeiting as a penalty the sum of \$2,500.00, plus one hundred (\$100.00) per day, for each employee employed without the required training. The City may withhold all sums and amounts due and owing as a result of any violation of this Article when making payment(s) to the Contractor.

The City of Crestwood shall award any contract based on the bid that, in its sole discretion, best meets the interests and requirements of the City. The City of Crestwood reserves the right in its sole discretion to reject any and all proposals, to waive technicalities or deficiencies in any or all the bids, to negotiate with any or all bidders or others for other or more favorable terms or prices, and/or to award the contract to other than the bidder submitting the lowest bid, with or without negotiation.

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INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making his Bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract

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Documents.

2.1.3 His Bid is based upon the materials, products, systems, and equipment required by the Bidding Documents.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least seven (7) days prior to the date for receipt of Bids. Please contact Mr. Doug Wilson at dwilson@cityofcrestwood.org with questions.

3.2.3 Any interpretation, correction of change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, systems, and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance, and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems, and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system, or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

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3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be electronically mailed or delivered to all who have registered with the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his Bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Attached to the Contract Documents are a complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amounts shall be expressed in figures and in case of discrepancy, the extended column shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

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4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of Crestwood, Missouri, in the amount of not less than five percent (5%) of the Base Bid plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed or the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the contract award.

4.3 SUBMISSION OF BIDS

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Bond. Bidders shall also complete and submit the following:

1. A designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the Bidder with his own forces;
2. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

4.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to Department of Public Works, City of Crestwood, 1 Detjen Drive St. Louis, Missouri 63126 and shall be identified with the Project name, the Bidder's name, and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or cancelled by the Bidder within ninety (90) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder; and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

5.2 REJECTION OF BIDS

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any and all Bids for any reason.

5.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City even if not the lowest bid. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

5.3.3 The City shall have the right to select the streets for selective slab or full slab replacement in any order or combination, and to determine the low Bidder on the basis of the sum of the streets accepted.

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ARTICLE 6

POST BID INFORMATION

6.1 SUBMITTALS

6.1.1 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

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

ARTICLE 7

AWARD OF CONTRACT

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above and approval by the Board of Aldermen, the City shall mail to the successful Bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by subparagraph 10.1.3 of the General Conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds, and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract of another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

8.1 BOND REQUIREMENTS

8.1.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract Sum as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City.

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8.2 TIME OF DELIVERY AND FORM OF BONDS

8.2.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR

9.1 FORM TO BE USED

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

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ARTICLE 10

BID FORM PROPOSAL

BID TIME _____

BID DATE _____

TO: THE CITY OF CRESTWOOD

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda _____ through _____, for the 2026 Concrete Slab Replacement Project and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

(Signature)

(Print Name)

(Company Name)

(Address)

(Telephone Number)

(Fax Number)

(E-mail)

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ITEMIZED BID FORM**

Aspen Dr.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement of same with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	656		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps - must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Camelot Ln.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	1649		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Clay Ave.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	577		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Craighurst Terr. Ct.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement of same with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	322		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			

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6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
PROJECT TOTAL					\$
Desmond Dr.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	1060		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Grantway Ct.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	1337		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Robyn Dr.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	2490		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT	200		
Street Total					\$
Crestwood Manor Dr.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	1882		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			

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6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Pine spray Ct.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	2580		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$
Twin Spruce Dr.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED
1	Removal of existing concrete street slabs and replacement with 7" of non-reinforced PCCP R/LS – (six sack mix)	SQ YDS	597		
2	1" minus (minimum 4-inch depth) sub-grade	TONS			
3	Full depth saw cutting and dowelling per specs	LIN FT			
4	Topsoil for backfilling	CY			
5	Grass Sod	SQ FT			
6	Removal & Replacement of 4" concrete sidewalk/ramps – must be ADA compliant with truncated domes if applicable	SQ FT			
Street Total					\$

NOTES: ADA ramps with truncated domes will need to be installed at Robyn and Lowill.

Quantities are subject to change based upon actual site conditions found during construction. Bid the quantities listed, unless notified otherwise, via addendum. Locations are subject to change based upon any differential in the bid amount from the amount budgeted by the City of Crestwood. Concrete street slabs shall be bid using a minimum thickness of seven inches and concrete sidewalks shall be bid using a minimum thickness of four inches. In all cases, methods and materials used shall meet or exceed specifications set forth by St. Louis County, Missouri for residential street and sidewalk construction and meet all Federal DOJ requirements for ADA compliance.

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Bid Prepared By:

Bidding Agent Printed Name

Contractor Name

Title

Signature

Date

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SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: _____

2. Address Bidder: _____
City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ _____

The General Contractor shall perform at least 51% of the contract with his own company.

Name of Authorized Bid Officer

Signature of Authorized Bid Officer

Date

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The City of Crestwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____*(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

(Title)

Subscribed and sworn to before me this ____ day of _____, 2026.
Seal of Notary

Notary Public

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INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and on behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and on behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

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CITY CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of this day of _____
2026, by, and between the City of Crestwood, Missouri ("City"), One Detjen
Drive, Crestwood, Missouri, and _____ ("Contractor"), with
offices _____

WITNESSETH THAT:

WHEREAS, the City issued a Request for Bids dated January 12, 2026, for bids for the
"Concrete Slab Replacement Project" in the City of Crestwood, Missouri ("RFB"); and
WHEREAS, Contractor submitted a bid in response to the City's RFB on January 12, 2026
("Bid"); and

WHEREAS, the City has selected the Contractor for the Crestwood Slab
Replacement Project in accordance with the terms of the RFB and the Bid.

NOW, THEREFORE, in consideration of the premises and of the mutual promises,
covenants and agreements herein contained, the parties do hereby agree as follows:

1. Contractor Selection. City does hereby employ Contractor for the purpose
of performing the services and work and providing the equipment set out herein and per
the scope as set forth in the RFB and in the Bid, and Contractor agrees to perform such
services and work and to provide such equipment (hereafter the "Work").

2. Work and Project. The Work to be performed includes the furnishing of all
necessary professional, technical and other services and equipment for the project as

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described in Exhibit A attached hereto (“Scope of Services”). Contractor shall perform all of the Work described in this Agreement and in the RFB and in the Bid attached hereto and made a part hereof in Exhibit A, in accordance with the terms and conditions hereof (the “Contract Documents”). In connection with the Work and the Project, the City requests the Contractor to use American products whenever the quality and price are comparable with other products.

3. Assignment – Subcontracting. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such consented to subcontract all of the terms and conditions of this Agreement and make any subcontractor(s) subject thereto.

4. Providing of Information. Upon reasonable request by Contractor, City will provide to Contractor such relevant information of record as is available to City. It is understood that City has no responsibility for the accuracy of any such information provided.

5. Contractor Responsibilities. Contractor shall be responsible for:

 (a) Performance of all Work in accordance with the instructions issued by City, and the terms and provisions of this Agreement.

 (b) The professional quality, technical accuracy, and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work.

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(c) Contractor and any subcontractors shall maintain all records pertaining to costs incurred and make such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three (3) years from the date of final payment hereunder. Copies of any such records shall be furnished to City, if requested by City.

6. Term and Time of Completion. The term of this Agreement shall commence as of the date hereof and continue until the Project is complete and accepted by the City, and final payment is made to the Contractor, unless terminated sooner by the City as provided herein. Contractor shall commence work on the Project upon issuance by the City of a Notice to Proceed and shall complete the Work by August 14, 2026. All time limits stated in the Contract Documents are of the essence. Should the Contractor, or in case of default, the surety, fail to complete the Work and the Project within the completion date specified, a deduction of the amount stipulated in Article 12 will be made for each day that the Work remains uncompleted.

7. Agreement Changes. The City may make changes to this Agreement, provided that no changes shall be made to the scope of the Work, time of performance, compensation or any provision which may affect the cost of the Work, except pursuant to an authorized change order or a written amendment to this Agreement executed by both parties. Any amendments to this Agreement mutually agreed to shall be in writing and signed by the City and the Contractor.

8. Document Forms. Documents to be prepared by Contractor hereunder are to be on forms provided by the City, to the extent practicable and relevant.

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9. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each accident

(d) Professional liability \$2,000,000 each occurrence
\$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of Contractor hereunder. City shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and noncontributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without fifteen (15) days prior written notice to City. **The certificate**

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of insurance must state “the City of Crestwood is an additional insured on a primary and non-contributory basis.”

10. Contractor Bonds. Prior to, or by the signing of this Agreement, the Contractor shall furnish to the City a performance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount, which shall be acceptable to the City in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the City.

11. Contractor Indemnity. Contractor shall indemnify and hold harmless the City, its board of aldermen, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys’ fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the City, its board of aldermen, officers, representatives, agents and employees, arising from the breach of this Agreement or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work.

12. Performance of the Work. Contractor’s completion of the Work and the Project in accordance with the time limits set forth in Article 6, Term and Time of Completion, is an essential condition of this Agreement. If the Contractor fails to complete the Work and the Project in accordance with the requirements of Article 6, unless the delay is excusable under the provisions of Article 15 hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$100.00 for each calendar day the Contractor fails to comply with Time of Completion. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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13. Prevailing Wage Requirements. This Agreement, the Project, and the Work, are subject to prevailing wage requirements under applicable Missouri law. The applicable Annual Wage Order No. 31 is attached to the RFB, included, and attached hereto and incorporated herein by reference. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order, to all workers performing the Work for the Project under this Agreement. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the City the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Agreement, by the Contractor, or by any subcontractor.

14. OSHA Training Program. Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program; unless such employees of Contractor previously have completed the required program.

The Contractor shall forfeit as a penalty to the City the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any 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 applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed.

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15. Delays Beyond Contractor's Control.

(a) If the Contractor fails to complete the Work and the Project in accordance with Article 6 solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to Article 12 hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with Article 6 is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion shall be extended. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article 15.

16. City Representative. The City representative shall be the Superintendent of Maintenance, provided that the City Administrator may, at his sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

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17. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed to the parties as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

City: Director of Public Works
 City of Crestwood
 1 Detjen Drive
 Crestwood, MO 63126

Contractor: _____

18. Conflict-Discrepancy. In the event of any conflict or discrepancy between the terms of this Agreement and Exhibits A and B hereof, the terms and provisions of this Agreement shall govern.

19. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

20. City Decisions. The City will determine whether the documents to be furnished hereunder are in compliance with the requirements of this Agreement and will decide all questions which may arise concerning the proper performance of this

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Agreement. The City's decisions in these respects shall be final and conclusive.

21. Contractor Warranties. Contractor warrants and represents that it has the experience, skill, expertise, personnel, and equipment necessary in order to perform and to complete the Work and the Project and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency, in a professional and workmanlike manner.

22. Compensation and Payment. City shall pay Contractor for the Work and Project, the total not to exceed amount of _____ Thousand _____ Hundred _____ Dollars and Zero Cents (\$_____.00). That amount shall be payable to Contractor, in accordance with the provisions of Exhibit B attached hereto and incorporated herein by reference. City shall have the right, upon reasonable prior notice, to examine all of the pertinent records of Contractor.

23. Ownership Rights. The City shall own all right, title, and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

24. Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the City, and the City's board members, officers, directors, servants, employees, agents, successors, or assigns.

25. Legal Compliance. Contractor and its employees, agents and representatives shall comply with the City's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders,

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regulations, codes, and ordinances required of Contractor in performing the services pursuant to this Agreement.

26. Independent Contractor. Contractor shall perform all services as an independent contractor and not as an employee of the City. The City shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of compensation to Contractor for the services. Contractor shall obtain as necessary and pay for all permits, fees, licenses, and taxes applicable to Contractor and the services for the project.

27. Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

28. Binding Effect. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor.

29. Termination. City shall have the right to terminate this Agreement at any time and for any reason upon ten (10) days advance written notice. In the event of such termination, Contractor shall be compensated in accordance with the terms of the Agreement for all services performed to the effective date of such termination, plus any approved costs. All drawings and documents prepared by Contractor shall become the property of City.

30. FWAP Documentation. Contractor has provided to the City, or will provide

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to the City, no later than the execution of this Agreement, all documentation and required affidavits that Contractor has enrolled in, and participates in, a Federal Work Authorization Program, as required by Section 285.530 Missouri Revised Statutes with respect to the employees working in connection with the contracted services. 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.

31. Governing Law-Jurisdiction. This Agreement shall be governed, construed, and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

32. Contractor Representations. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, and (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof.

33. Anti-Discrimination Against Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from the State of Israel or any company, person, or entity doing business with or in the state of Israel.

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34. Headings. All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CRESTWOOD, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

NAME OF CONTRACTOR:

CONTRACTOR'S AUTHORIZED SIGNATURE:

DATE SIGNED:

City of Crestwood's Representative in receipt of signed contract:

Date City of Crestwood received signed contract:

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EXHIBIT A

SCOPE OF SERVICES

1. The City's Project Manual & Specifications and Request for Bids for the Crestwood 2025 Concrete Slab Replacement Project.
2. The Contractor's Bid Proposal.
3. Missouri Prevailing Wage Order **#31** is to be used.

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EXHIBIT B

PAYMENT

Upon completion of the Work and the Project, Contractor shall submit to the City an application or request for payment along with adequate supporting documentation, for all labor performed and equipment provided and installed, all of which shall be acceptable to the City. Applications or requests for payment for services rendered shall be not be more than once every month. Contractor shall include and provide to the City documentation warranties on the work performed.

As a condition to the City making payment, Contractor shall provide and file with the City an affidavit stating that Contractor has fully complied with the provisions and requirements of the Missouri prevailing wage laws.

Upon receipt and approval of the application or request for payment, the related supporting documentation, the warranty documentation, and the affidavit as to compliance with prevailing wage requirements, the City shall make payment in full to the Contractor within thirty (30) days.

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FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____,
State of _____ and _____, a
corporation organized and existing under and by virtue of the laws of the State of _____,
and regularly authorized to do business in the State of Missouri, as Surety, are held and
firmly bound unto the City of Crestwood, Missouri, hereinafter called the "City," in the penal
sum of _____ Dollars (\$_____) lawful money of the
United States, well and truly to be paid unto the said City for the payment of which Principal
and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____,
entered into a Contract with the City for the construction of the work designated as the
2023 Slab Replacement Project located in the City of Crestwood, Missouri, in accordance
with the Contract, which Contract is by this reference made a part hereof, and is
hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the
Principal shall faithfully perform the Contract on its part, and satisfy all claims and
demands incurred by the Principal in the performance of the Contract, and shall fully
indemnify and save harmless the City from all cost and damage which the City may suffer
by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the
City all costs, damages, and expenses which the City may incur in making good any
default by the Principal including, but not limited to, any default based upon the failure of
the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any
period of time after the work is completed as provided for in the Contract, and shall for use
in the prosecution of the work required by the Contract whether by Subcontract or
otherwise, and shall pay all valid claims and demands whatsoever, and shall defend,
indemnify and hold harmless the City and its agents against loss or expense from bodily
injury, including death, or damage or destruction of property, including loss of use resulting
therefrom, arising out of or resulting from the performance of the work, then this obligation
shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing
labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond
in the name of the City for his use and benefit, all in accordance with the provisions of MO.
Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall
promptly remedy the default, or shall promptly (1) complete the Contract in accordance
with its terms and conditions, or (2) obtain bids for completing the Contract in accordance
with its terms and conditions, and upon determination by the City of the lowest responsible
bidder, arrange for a Contract between the City and such bidder, and made available as
the work progresses sufficient funds to pay the costs of completion, not exceeding the
amount of this Bond.

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It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 2026,

In the presence of: _____ (SEAL)

_____ By: _____

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GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

**ARTICLE I
CONTRACT DOCUMENTS**

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract documents consists of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda, and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT, AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiar with site conditions.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

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**ARTICLE II
CITY**

2.1 DEFINITION

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

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

**ARTICLE III
CONTRACTOR**

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative. The Contractor shall not subcontract except as defined by Sec. 108.1 of the Standard Specifications.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution

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and completion of the Work. The City of Crestwood is a tax-exempt entity and a project exemption certificate will be provided to the contractor for use in purchasing materials.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO. Rev. Stat. §290.210 through 290.340 (1994), and any amendments thereto, including, but not limited to the following:

1. The Contractor shall not pay less than the current prevailing hourly rate of wages (Order #27) specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing Work under the Contract.
2. 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 said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.
3. The Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work.

Certified payrolls shall also be submitted for each month, prior to final payment for all work completed by the Contractor or Subcontractors.

4. Before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filled in proper form and order.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be

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considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES, AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor is responsible for securing all applicable permits from the City; however, the City will not charge fees for permits for this project.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project site at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The name of the person selected as superintendent and his qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

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

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3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the work site free from accumulation of waste materials or rubbish caused by his operations. Mud on the streets or sidewalks shall be kept to a minimum and shall be cleaned up by the end of each work day. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day. Equipment or materials shall be coned off so as to be visible to drivers or pedestrians.

3.9.2 The Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-Way. After completion of the Work, the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery, and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

3.9.3 The contractor and all sub-contractor shall utilize approved concrete cleanout procedures recommended by the Metropolitan Sewer District's "Phase II BMP's" for cleanout of concrete trucks, tools, spillage and over pours. Under NO circumstances shall any of the above-mentioned items be washed down the sewers or into finished turf areas.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

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

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ARTICLE IV

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

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4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed portions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. Require the Work to be performed in accordance with the requirements of the Contract Documents;
2. Require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;
3. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
4. Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;
5. Obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and
6. Require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses, and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

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4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE V

SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

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

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.1.2 Not used.

5.2.1 Not used.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

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5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

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6.6 TESTS

6.6.1 The Contractor is responsible for quality control and shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

6.6.2 The City may provide special inspection and testing services to verify the work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the City forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

6.8 PAYMENT AND PERFORMANCE BOND

6.8.1 The Contractor shall furnish the payment and performance bond required in the Instructions to Bidders.

ARTICLE VII

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punch list items deemed necessary by the City, exclusive of MSD-generated punch list items (if applicable). The date of completion of the Contract shall be the date when all work including City punch list items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

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7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE VIII

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM AND PAYMENTS

8.1.1 The Contract Sum and payments is as stated in the City-Contractor Agreement.

8.2 APPLICATION FOR PAYMENT

8.2.1 On or before the tenth day following each month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3 PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

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8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if applicable, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev. Stat. 1994, and (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any liability relating to such Subcontractor. If any such claimed liability remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such claimed liability, including all costs and reasonable attorneys' fees.

8.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE IX

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury, or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 Not used.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage, or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE X

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

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10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of Crestwood is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen (15) days prior written notice has been given to the City.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of Crestwood is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen (15) days prior written notice has been given to the City.

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

10.2.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE XI

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with

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the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE XII

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

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

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order,

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be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed, or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

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

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

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE XIII

SPECIAL PROVISIONS

13.1 The Work is to be accomplished during the period April 27, 2026 to August 14, 2026; between 7:00 a.m. and 7:00 p.m., on weekdays and on Saturdays.

13.1.1 The Contractor shall give at least forty-eight (48) hours of notice to the City of Crestwood for any work to be scheduled after 4:30 p.m. on weekdays and any Saturday or holiday work. If the Contractor then fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

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**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
PROJECT**

CITY HOLIDAYS

There are thirteen (13) City holidays. They are:

- ½ day New Year's Eve
- New Year's Day
- President's Day
- ½ day Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Martin Luther King Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ day Christmas Eve
- Christmas Day

13.2 PRECONSTRUCTION CONFERENCE

13.2.1 After the contract approval by the Crestwood Board of Alderman, a preconstruction conference will be held prior to the issuance of a notice to proceed with the Work. This meeting will be attended by the Contractor, the City of Crestwood, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.3 SEQUENCE OF WORK

13.3.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.3.2 Contractor shall furnish the City his proposed sequence/schedule for the completion of all work for their review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary. Contractor shall obtain a sample letter from the City and will be responsible to add their company letterhead to same, delivering to residents a minimum of 120 hours and a maximum of 168 hours, prior to commencement of any work adjoining their property. Contractor is also responsible for preparing an approved parking plan, where necessary.

13.3.3 All pavement shall be placed back within 48 hours of removal.

13.4 CONSTRUCTION LIMITS

13.4.1 The construction limits consist of the public streets rights-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

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**CITY OF CRESTWOOD, MISSOURI – 2026
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13.5 PRODUCTS

13.5.1 The contractor should endeavor to use American made materials when available.

13.6 TESTING

13.6.1 Material Testing and Inspection Service: The City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate testing with the technicians and notify them 24 hours in advance of all scheduled pours.

**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
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TECHNICAL SPECIFICATIONS

ADOPTION OF ST. LOUIS COUNTY STANDARD SPECIFICATIONS

Except as noted in these specifications, all specified material, labor and equipment under this section shall comply with the latest edition of the St. Louis County Standard Specifications for Highway Construction March 15, 2007, edition; the St. Louis County Highway Department 2007 Concrete Mix Designs, May 29, 2007, edition; the Metropolitan St. Louis Sewer District Specifications; and the Manual on Uniform Traffic Control Devices (MUTCD) and all revisions thereof, noted herein which also govern the subject project. The St. Louis County Standard Specifications for Highway Construction are hereafter referred to as the "Standard Specifications."

Any sewer or sewer related Work shall be covered by the latest edition of the Standard Construction Specifications for Sewers and Drainage Facilities, Metropolitan St. Louis Sewer District.

Whenever the phrases or words "St. Louis County," "County," or "Department" appear in the Standard Specifications and the Standard Special Provisions, both the phrases and the words shall be construed signifying the "City of Crestwood" acting by and through the Board of Aldermen.

Whenever the phrases or words "Chief Engineer," "Engineer" or "Director" appear in the Standard Specifications and the Standard Special Provisions, both the phrases and the words shall be construed as signifying the "City of Crestwood Director of Public Services."

Whenever the words "State" or "County" appear in the Standard Specifications and the Standard Special Provisions, they shall be construed as signifying the "City of Crestwood."

Provisions for Method of Measurement and Basis of Payment in the Standard Specifications shall apply to this Contract, unless stated otherwise herein. In case of any conflict between any part or parts of the Standard Specifications and these Technical Specifications, these Technical Specifications shall take precedence and shall govern.

CONTROL OF MATERIAL

All tickets will be collected to verify the quantity of each item in their original form only. Xerox or fax copies will not be accepted. All tickets shall be submitted on the day of delivery, either to City personnel on site or to the Public Works office at the Government Center, or they will not be accepted for payment.

The Contractor is solely responsible for quality control; and the City will provide the level of quality assurance it deems necessary. The City of Crestwood, hereinafter referred to as "City," will determine which materials are to be tested for quality assurance. All quality assurance tests that are ordered will be paid for by the City. The form and content of these test reports shall be in accordance with recognized standards and practices for this Work or as otherwise determined by the City. Contractors and subcontractors will be required to produce letters of certification or certified test reports from material producers

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**CITY OF CRESTWOOD, MISSOURI – 2026
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and suppliers in order to determine compliance with specifications for designated materials prior to the incorporation thereof into the Work. No direct payment will be made for this.

CONCRETE STREET REMOVAL & REPLACEMENT

This item shall consist of removing and replacing those concrete street pavements in the residential areas specified.

1.1 Removal of Improvements

This item shall consist of all labor and materials required for the removal of existing street pavement and base material in preparation for replacement. The work shall conform to section 202.20 of the standard specifications.

1.1.1 Method of Measurement and Payment

No direct payment will be made for the removal of existing improvements. This shall be incidental to concrete street removal and replacement.

1.2 Subgrade Preparation

This item shall consist of all labor and materials required for the preparation of the subgrade and shall conform to section 209 of the standard specifications.

1.2.1 Method of Measurement and Payment

No direct payment will be made for the subgrade preparations. This shall be incidental to concrete street removal and replacement.

1.3 Aggregate Base Course

This item shall consist of all labor and materials required for the preparation of the 4" (four inch) aggregate base course and shall conform to section 304 of the standard specifications. Type I aggregate shall be used and shall conform to the gradation as outlined in section 1007.1 of the standard specifications.

1.3.1 Method of Measurement and Payment

No direct payment will be made for the aggregate base course. This shall be incidental to concrete street removal and replacement.

1.4 Concrete Pavement Placement

This item shall consist of all labor and materials required for the installation of the concrete street pavement. This shall conform to section 502 of the standard specifications. The installation of the roll curbing shall be incidental to the construction and the cost of the underlying pavement. The use of flexible forms also known as "soft forming" is permitted only if the necessary precautions are taken by the contractor to insure a uniform appearance to the pavement edges.

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**CITY OF CRESTWOOD, MISSOURI – 2026
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1.4.1 Method of Measurement and Payment

This shall be measured to the nearest one tenth square yard and shall be paid at the unit prices for: Existing Concrete Street Removal – Replacement w/ 7" Non-reinforced, PCCP R/LS. **Note: Pardee Spur and Craigwood Terrace shall be paid per the unit cost on the contractor's bid and shall be invoiced as a separate line item from the other streets.**

SAWCUTTING AND DOWELLING OF EXISTING AND NEW PAVEMENT

1.5 Saw Cutting and Dowelling

This item shall consist of furnishing all labor and equipment to saw-cut any existing concrete pavement in preparation of removal of street pavement. Dowels shall be installed in left in place pavement, at all saw-cut locations prior to installation of the new pavement. These dowels shall be #5 reinforcing bars. They shall be a minimum of 24 inches in length. The dowels shall also be spaced 24 inches apart and shall be drilled 12 inches into the left in place pavement. The areas to be cut will be selected by the City Representative.

1.5 1 Doweling of center line

When both sides of the street are to be removed and replaced the center line shall be reinforced with the speed dowel system. #5 Base shall be attached to the center line forms 24" apart. Before pouring the ¾" x 12" speed dowel sleeves shall be attached to the base. Before pouring the opposite side of the street. 24" #5 rebar shall be placed in the existing tubes exposing 12" of rebar.

1.5.2 Method of Measurement and Payment

No direct payment will be made for the installation of dowels at existing pavement joints. This shall be incidental to concrete street removal and replacement.

1.6 Grooving / Finishing of Concrete

After pouring, all concrete shall be screeded with a mechanical screed with vibratory function, finished, and grooved according to the standard specifications used by St. Louis County Department of Highways and Traffic.

1.6.1 Method of Measurement and Payment

No direct payment will be made for the finishing and grooving of the streets and sidewalks and will be classified as incidental work.

CURBS AND SIDEWALKS

These items shall consist of removing, replacing, or constructing new ADA approved sidewalk/ramp sections adjacent to the street pavement, as directed by the City Representative, and in accordance with Sec. 608 of Standard Specifications.

**CITY OF CRESTWOOD, MISSOURI – 2026
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1.6 Concrete Sidewalks

This item shall include all items incidental to the removal, replacement, or construction of new ADA approved concrete sidewalks/ramps including but not exclusively, saw cuts, sub-grade preparation, expansion joints, truncated domes, back fill, and sod. The Contractor will be responsible for preparation of the sub-grade and construction of ADA approved concrete sidewalk/ramps over a 4" thick aggregate base.

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1.6.1 Method of Measurement and Payment

Payment for this work shall be at the contract unit bid price per square foot for Removal & Replacement 4" Sidewalk.

1.7 Curbs

Curbs shall be constructed per the included specifications and included as an incidental item to the removal and replacement of concrete streets.

1.7.1 Measure and Method of Payment

No direct payment shall be made for curbing associated with the slab replacement bid.

OVER-EXCAVATION, BACKFILL, AND SITE RESTORATION

1.8 Over-Excavation

When areas are encountered that are deemed by the City Representative to have poor subgrade conditions, they shall be excavated and stabilized in accordance with section 209.3.2 of the standard specifications.

1.8.1 Measurement and Method of Payment

This will be measured and paid in accordance with sections 209.4 and 209.5 of the standard specifications.

1.9 Backfill

Backfill shall consist of Class A topsoil imported to facilitate sod placement. Backfill material shall be deposited behind curbing and consolidated and/or compacted sufficiently to avoid any significant settlement after placement.

Backfill shall be placed within three (3) calendar days after the construction of the pavement or before the adjacent pavement on the opposite side of the street is removed. Payment for the affected pavement and other items will be withheld until after the required backfill has been satisfactorily placed and approved by the City Representative. Required barricades shall remain in place until the backfill is placed.

1.9.1 Method of Measurement and Payment

**CITY OF CRESTWOOD, MISSOURI – 2026
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No direct payment will be made for backfill that is associated with concrete or asphalt replacement. All costs for backfill shall be included in the cost for other pay items.

2.0 Finish Grading and Restoration

This Work shall consist of preparing all disturbed areas in excess of four inches (4") wide to a width of at least twelve inches (12") for sodding and placing approved sod in

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compliance with Section 803 of the Standard Specifications. Sod shall be at least ninety percent (90%) good quality fescue or zoysia to match the individual lawn areas. In locations where the disturbance is narrower than four inches (4") as measured from the edge of the pavement, the area may be backfilled and seeded with a turf-type blended seed as approved by the City.

Contractor shall be responsible to water sod immediately after all sod installation and two more times within a five-day period, using an appropriately sized watering truck. The City will be responsible for delivering watering instructions to the affected residents, for subsequent watering's.

2.1 Method of Measurement and Payment

No direct payment will be made for finish grading or restoration that is associated with concrete replacement.

2.2 Adjustment of Valves, Service Covers, Meters, and Manholes

Contractor shall adjust or coordinate the adjustment of all utility valves, service covers, and meters within the limits of construction to match the new pavement and earth grades. This includes, but is not limited to, water valves, gas valves, telephone manholes, electrical manholes and sewer manholes. Contractor shall be responsible to adjust to grade all sewer manholes within the limits of the concrete construction, as necessary. All riser rings shall be of standard design and shall conform to the requirements of the latest edition of the Standard Details and the Standard Specifications of the Metropolitan St. Louis Sewer District. All utility service covers shall be adjusted to the new grade by the Contractor prior to any concrete work.

Manholes shall be adjusted using American Highway Products Ltd. 1" Manhole Risers. All risers shall be provided by the contractor and delivered to the job site forty-eight (48) hours prior to the paving operation. Manhole risers shall be installed in accordance with the manufacturer's recommendations.

Manhole risers shall be securely installed prior to the placement of the concrete. The final pavement elevation shall match the elevation of the adjusted manhole.

If existing manhole frames and covers are damaged during adjustment, damaged frames and covers shall be replaced with standard MSD frames and covers at the Contractor's sole expense.

**CITY OF CRESTWOOD, MISSOURI – 2026
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2.2.1 Method of Measurement and Payment

The cost of replacing risers or adjusting utility valves and meters are incidental items to the Contract and no separate payment shall be made for this.

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2.3 Traffic Control

This Work shall consist of furnishing, placing, and maintaining flags, barricades, drums, cones and furnishing flagmen in accordance with the Manual on Uniform Traffic Control Devices, the Contract plans, or as directed by the City.

The Contractor shall provide Traffic Control in accordance with the MUTCD specifications. The Contractor shall submit a Traffic Control Plan, for the City's approval, for each street at least ten (10) days prior to beginning work on that street. Said plan shall indicate the location of all proposed signage, detours, and road closures; and shall adequately address the traffic control requirements of the projected work in accordance with the Manual on Uniform Traffic Control Devices. Once approved, the Contractor shall not deviate from this plan without the consent of the City.

Additional signs, barricades, or other safety devices necessary to bring the construction areas to a level of safe operation shall be placed and maintained by the Contractor as directed by the City. Barricades or drums with operating flashing warning lights shall be used at specific locations as directed by the City. Project information signs and advance warning signs located off the Project limits shall be the responsibility of the Contractor. The Contractor shall maintain traffic control devices in good condition as described for all Work until acceptance by the City.

2.3.1 Method of Measurement and Payment

The work described herein will not be measured and no direct payment will be made for traffic control. This includes but is not limited to furnishing, placing, and maintaining of signage, barrels, barricades, or cones.

2.4 Resident Notifications

**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
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The Contractor shall furnish and deliver written notices or flyers to adjacent and/or affected property owners; informing them of the project schedule and any detours, delays, restrictions, or specialized operation. These notices shall be delivered a minimum of 120 hours and a maximum of 168 hours prior to the commencement of said Work, for each occurrence.

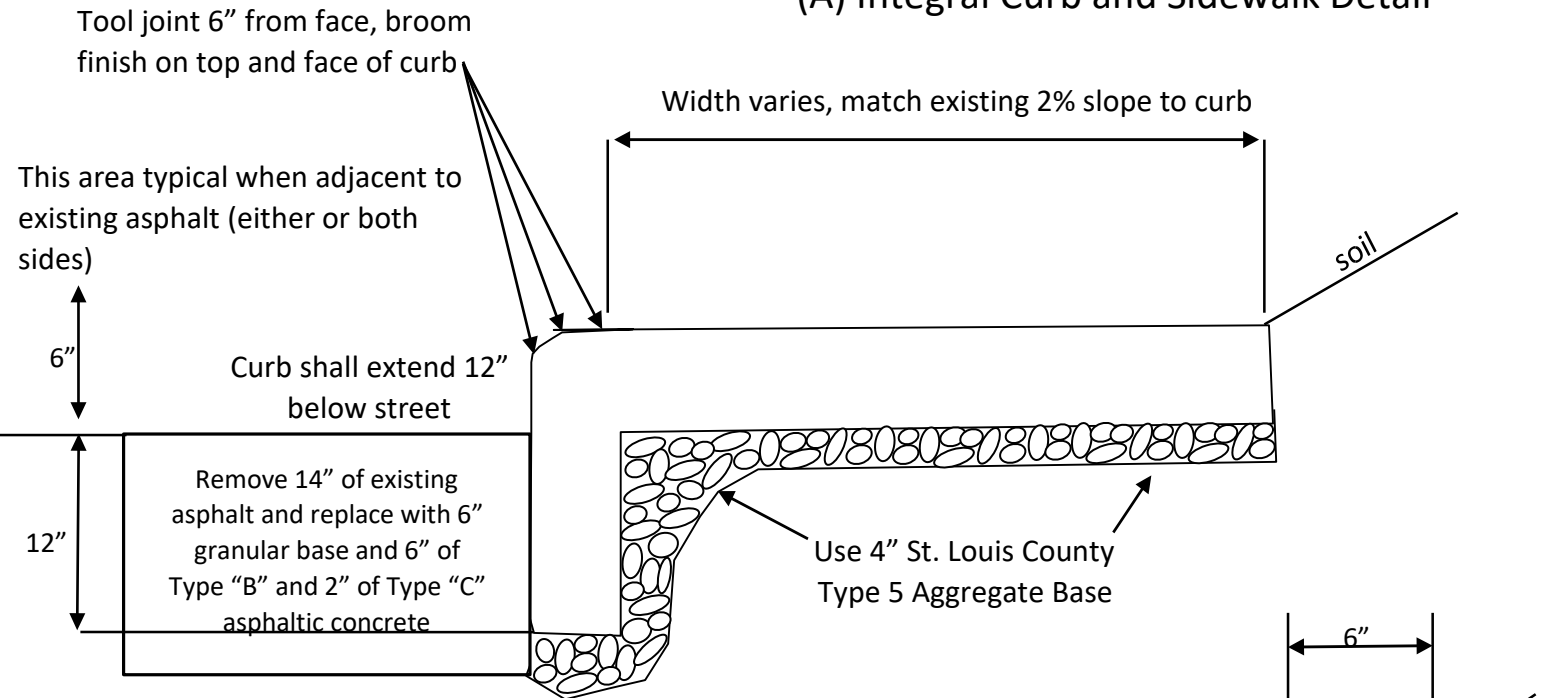
2.4.1 Method of Measurement and Payment

The Work provided herein will not be measured and no direct payment will be made for resident notifications.

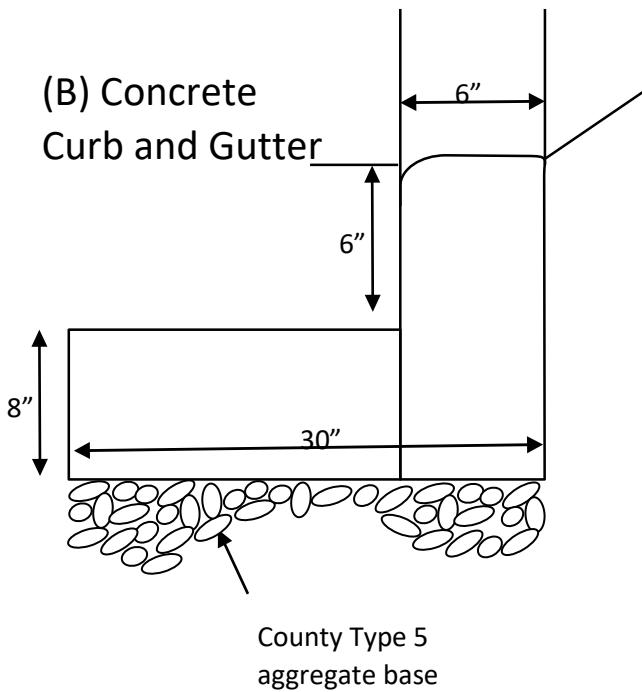
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**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
PROJECT**

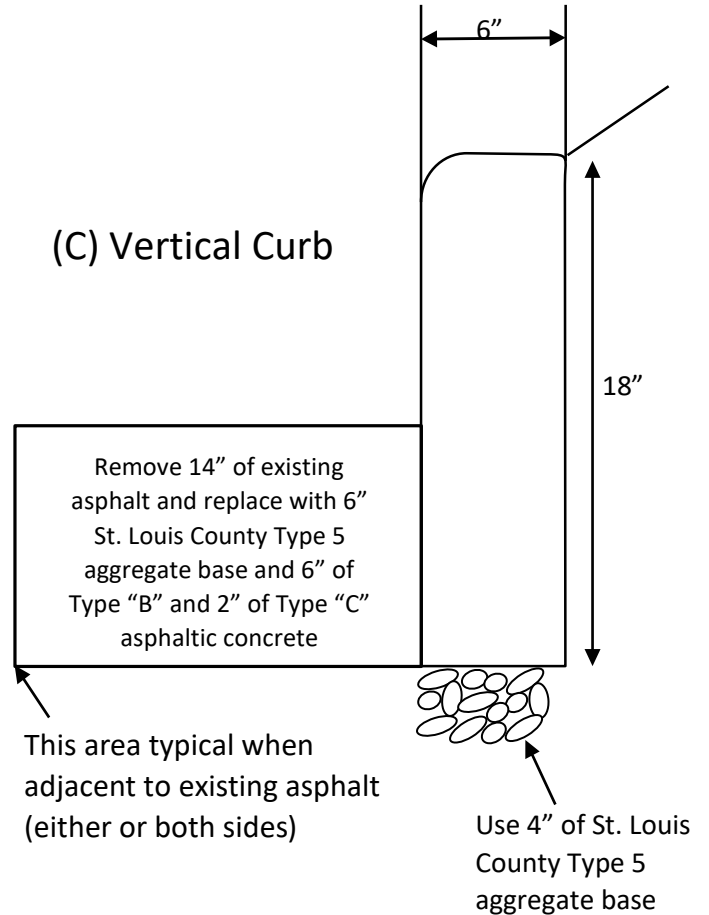
(A) Integral Curb and Sidewalk Detail



(B) Concrete Curb and Gutter



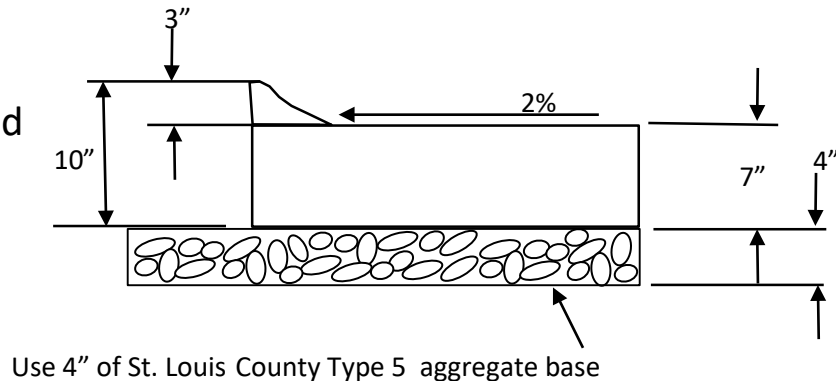
(C) Vertical Curb



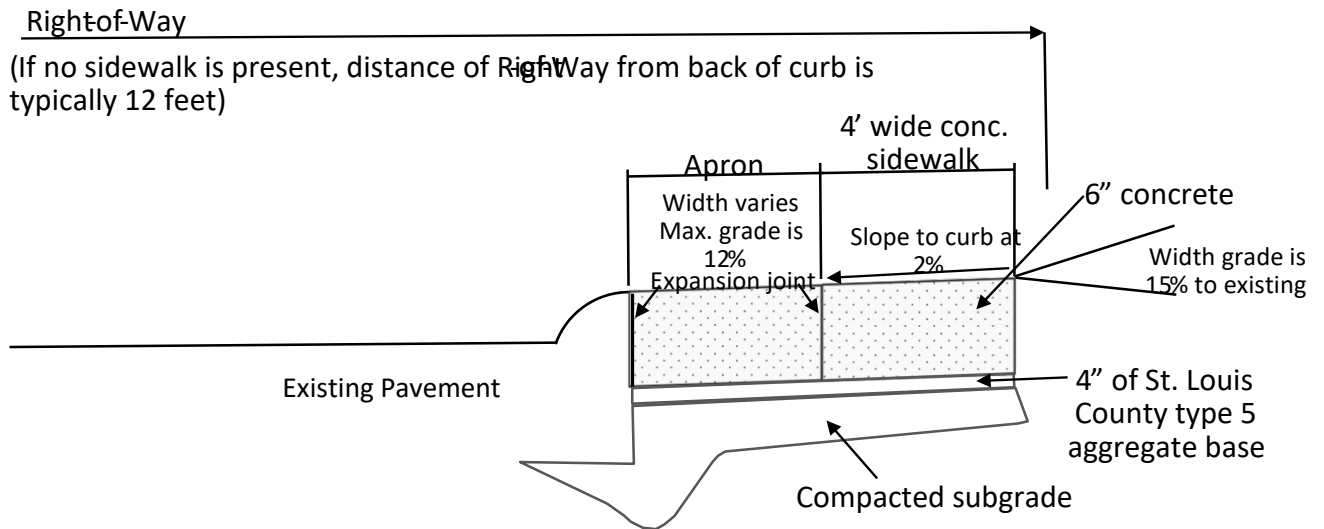
CITY OF CRESTWOOD, MISSOURI – 2026 CONCRETE SLAB REPLACEMENT PROJECT

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(D) Integral Rolled
Curb Detail



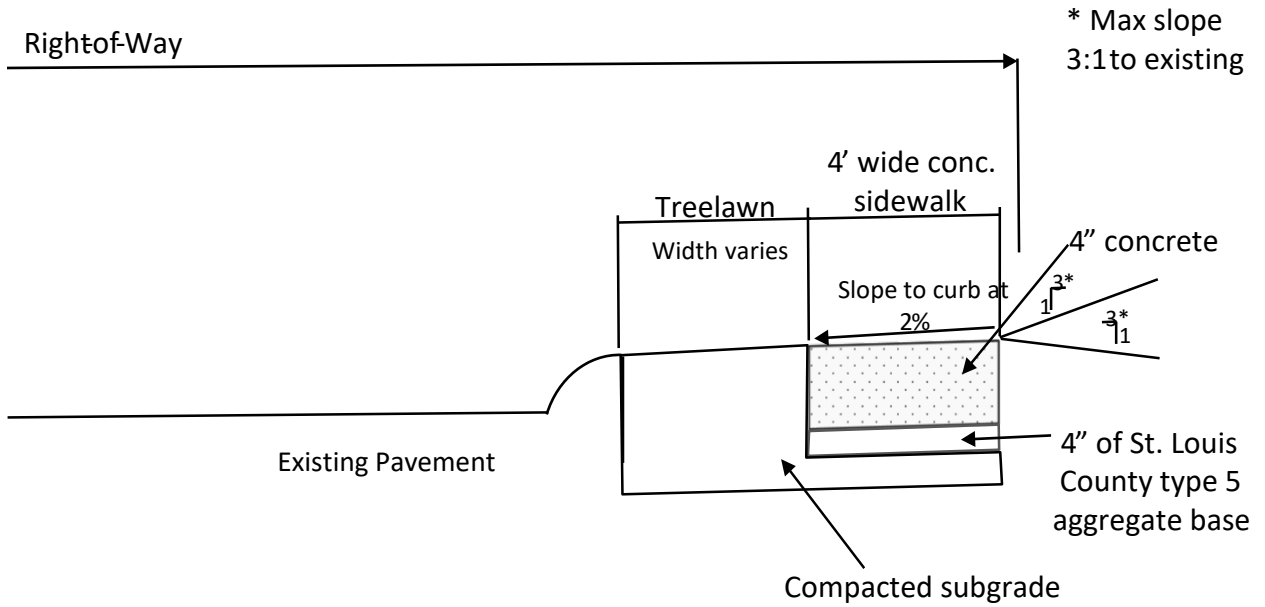
Typical Driveway Apron



CITY OF CRESTWOOD, MISSOURI – 2026
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Typical Sidewalk with Tree lawn



**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
PROJECT**

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Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

CITY OF CRESTWOOD, MISSOURI – 2026 CONCRETE SLAB REPLACEMENT PROJECT

Building Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.80
Boilermaker	\$42.03*
Bricklayer-Stone Mason	\$62.04
Carpenter	\$64.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.86
Plasterer	
Communication Technician	\$62.59
Electrician (Inside Wireman)	\$75.44
Electrician Outside Lineman	\$42.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$42.03*
Glazier	\$66.98
Ironworker	\$70.24
Laborer	\$53.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.55
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.63
Plumber	\$77.88
Pipe Fitter	
Roofer	\$57.83
Sheet Metal Worker	\$73.78
Sprinkler Fitter	\$82.11
Truck Driver	\$42.03*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

CITY OF CRESTWOOD, MISSOURI – 2026 CONCRETE SLAB REPLACEMENT PROJECT

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$78.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.95
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
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**OVERTIME
and
HOLIDAYS**

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**CITY OF CRESTWOOD, MISSOURI – 2026
CONCRETE SLAB REPLACEMENT
PROJECT**



Pine Spray Ct.

3

Twin Spruce Dr.

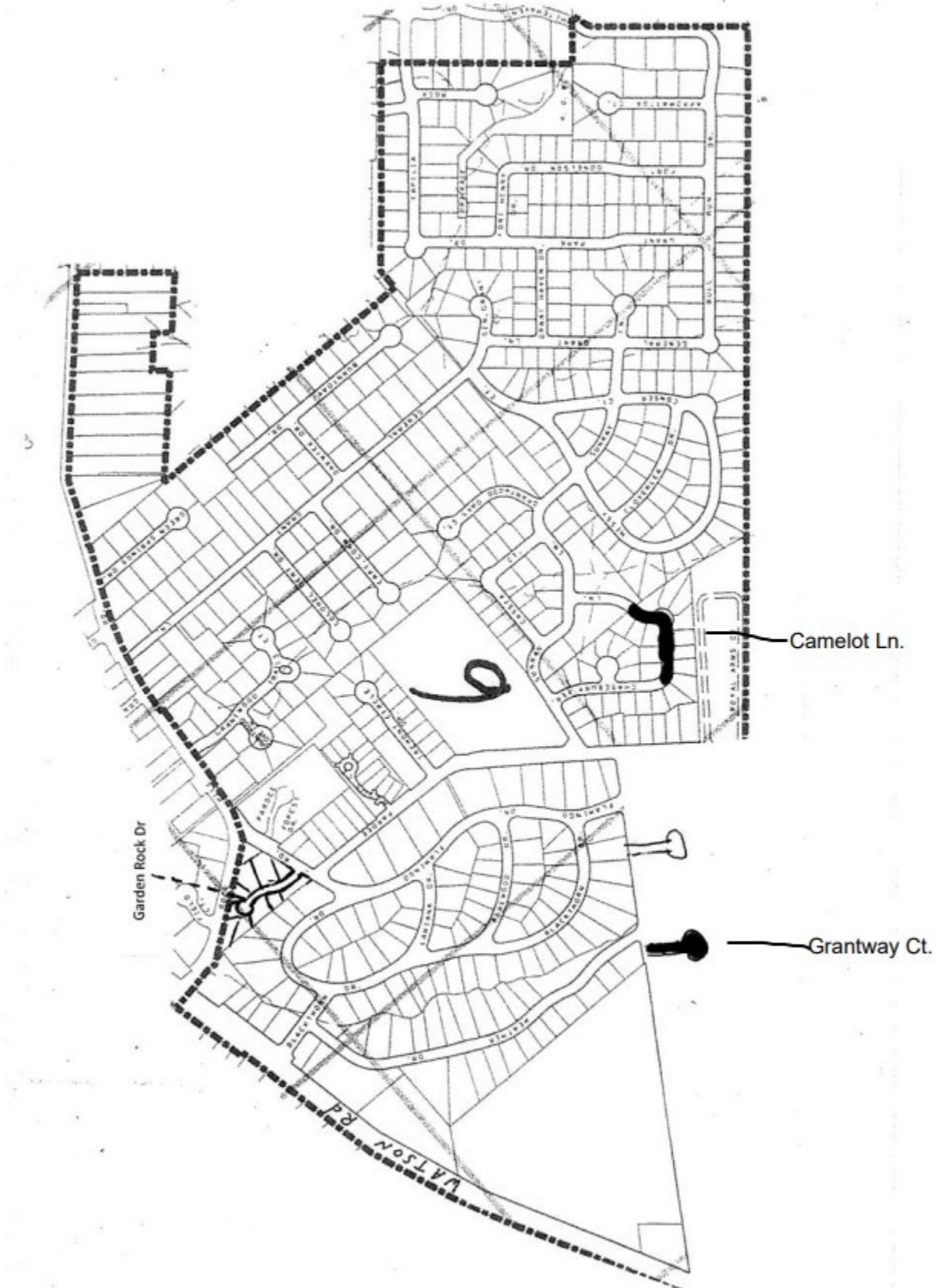
Crestwood Manor Dr.

Desmond Dr.

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NOT USED