CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-137 – Issuance of a Purchase Order with Brentwood Industries, Inc., for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2024-137, Ordinance, Bid Summary, Agreement, Request for Proposal, Proposal

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility is equipped with four (4) Trickling Filter Towers that are a vital part of the wastewater treatment process. The towers use a fixed film biological process that provides the majority of the biological treatment. Continued discharge of acceptable effluent, and compliance with regulatory agencies, depends on this process. The existing PVC media within the four towers is currently functional, however, replacement of this critical infrastructure is necessary to prevent a system failure and ensure the wastewater treatment process continues uninterrupted. The life expectancy of PVC media is typically 20 years. The Turkey Creek Wastewater Treatment Facility trickling tower media is 40 years old. This Council Bill will authorize the purchase of new PVC media for the four (4) trickling filter towers. Funding for purchasing media for two (2) towers was included in the FY2024 Budget. Funding for the purchase of media for the additional two (2) towers was included in the proposed FY2025 Budget. This project was advertised per City procurement policy on 08/10/2024. Bids were solicited and opened on 09/03/2024. Staff received one qualified bid from Brentwood Industries. This bid was below the engineer's estimate.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading.

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS
for
TURKEY CREEK WWTP
TRICKLING FILTER MEDIA
JOPLIN, MISSOURI

August 2024

Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, MO • Rolla, MO • Springfield, MO • Kansas City, MO • Tulsa OK • Bentonville AR

SECTION 00 01 05 - CERTIFICATIONS

It is herby specified, pursuant to RSMo. 327.411 that the documents intended to be authenticated by the Civil Engineer, Allgeier Martin & Associates, and by the undersigned's seal are limited to:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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- 00 01 01 Project Title Page
- 00 01 05 Certifications
- 00 01 10 Table of Contents
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00 10 00 Solicitation
- 00 11 16 Invitation to Bid

00 20 00 Instructions for Procurement
- 00 21 13 Instructions to Bidders

00 40 00 Procurement Forms and Supplements
- 00 41 43 Bid Form
- 00 43 13 Bid Bond
- 00 45 13 Contractor Statement of Qualifications
- 00 45 19 Anti-Collusion Statement

00 50 00 Contracting Forms and Supplements
- 00 51 00 Notice of Award
- 00 52 00 Agreement Between Owner and Contractor
- 00 55 00 Notice to Proceed

00 60 00 Project Forms
- 00 61 13.13 Performance Bond
- 00 61 13.16 Payment Bond
- 00 62 76.13 Sales Tax Exemption

00 65 00 Closeout Forms
- 00 65 13 Certificate of Compliance
- 00 65 19.13 Affidavit of Payment of Debts
- 00 65 19.16 Affidavit of Release of Liens

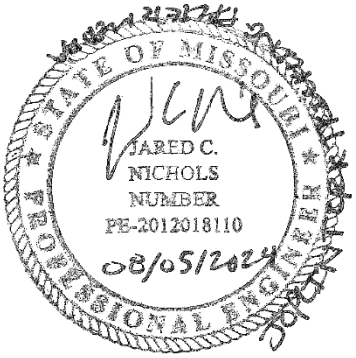
00 70 00 Conditions of the Contract
- 00 72 00 General Conditions of Contract
- 00 73 00 Supplemental General Conditions
- 00 73 43 Wage Rate Requirements
- 00 73 46 Wage Determination Schedule

DIVISION 01 – GENERAL REQUIREMENTS

01 00 00 General Requirements
- 01 11 00 Summary of Work
- 01 25 00 Substitution Procedures

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

- 46 53 24 Trickling Filter Tower Media



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Jared C. Nichols License No. PE-2012018110

END OF SECTION 00 01 05

SECTION 00 01 10 – TABLE OF CONTENTS

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- 46 53 24 Trickling Filter Tower Media

END OF SECTION 00 01 10

SECTION 00 01 15 – DRAWING INDEX

DWG No.	DRAWING TITLE
1	TRICKLING FILTER RENOVATION PLAN
2	ENLARGED PLAN AND TYPICAL WALL SECTION

END OF SECTION 00 01 15

SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS for construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA for the City of Joplin, Missouri will be received by the City of Joplin, Missouri at Joplin City Hall, 602 S. Main Street, 4th Floor Conference Room, Joplin, Missouri, 64801 until 10:00 A.M., September 3rd, 2024. Bids will then be publicly opened and read aloud in the 4th Floor Conference Room at this same address.

The work to be performed consists of providing tricking filter media to the site.

Copies of the plans and specifications are on file and may be examined at the office of Allgeier, Martin and Associates, Inc., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and click on the project. Digital download cost is $30.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $50.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7194. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of $10.00 shall apply to all credit card transactions.

PLEASE NOTE: It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid, which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof.

Attention of the Bidder is particularly called to the requirements as to conditions of employment to be observed, and that the Bidder must comply with the payment of hourly wage rates, including all fringe benefits, as established by Sections 290.210-340, RsMO, as amended in 1993, pertaining to the prevailing hourly rate of wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the determination is provided within the documents.

Bidders on this work will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

Bidders with questions concerning this Invitation may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

Daniel Johnson, P.E., Director of Public Works

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City of Joplin, Missouri (herein called the "OWNER") at the Public Works Department, 602 South Main Street, 4th Floor, Joplin, MO 64801 until 10:00 A.M., September 3rd, 2024 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of Bids will occur in the 4th Floor Conference Room at this same address. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR TURKEY CREEK WWTP TRICKLING FILTER MEDIA, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

Local Preference:
Section D., "Acceptable Preferences" of the City's Procurement Policy, effective March 20, 2023, contains the following paragraphs pertaining to preference to Local Vendors:

Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a. Those businesses with only a local post office box; or
b. Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
c. Home based businesses that merely take orders for products shipped from out-of-town to their customers.

When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

a. If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.
b. The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.
c. In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be

considered under the local vendor preference policy and provide an Affidavit(s) signed by the local subcontractor(s) specifying and verifying the total work they will perform in the total bid price.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND and Anti-Collusion Statement shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner the Contractor's Statement of Qualifications, and a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 365 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200

END OF SECTION 00 21 13

SECTION 00 41 43 – BID FORM

Proposal of _____ (hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing

business as * _____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$
	Items 1-3 Total	$

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

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

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If Bid is a Corporation)

_____
Address (Including Zip Code)

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

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

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____DOLLARS ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 20___.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

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

_____ (L.S.) _____

Principal Company

_____

Surety

By_____

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

END OF SECTION 00 43 13

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business: _____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 51 00 – NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT Description: TURKEY CREEK WWTP TRICKLING FILTER MEDIA

The OWNER has considered the BID submitted by you on _____, 20__ for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 20__.

END OF SECTION 00 51 00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $_____ (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:
    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (Latest Revised Edition)
    e. Special Conditions & Provisions
    f. Bid Form

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

SECTION 00 55 00 – NOTICE TO PROCEED

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ TURKEY CREEK WWTP TRICKLING FILTER MEDIA

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00 55 00

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri

(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

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

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

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

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

this the _____ day of _____,20_____

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri

(Name of Owner)

602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise 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.

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

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

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.16

SECTION 00 62 76.13 – SALES TAX EXEMPTION

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Reset Form Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __ / __ __ / __ __ __ __		__ __ / __ __ / __ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __ / __ __ / __ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Form 5060 (Revised 11-2019)

END OF SECTION 00 62 76.13

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of Missouri, personally came and appeared

_____

(Name) (Position)

of the _____

(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____issued by the Division of Labor Standards on the _____ day of_____, 20___in carrying out the contract and work in connection with the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, in Jasper County, Missouri, and completed on the _____ day of_____, 20____.

_____

(Signature)

Subscribed and sworn to me this _____ day of_____, 20__.

My Commission expires:_____

_____

Notary Public

END OF SECTION 00 65 13

SECTION 00 65 19.13 – AFFIDAVIT OF PAYMENT OF DEBTS

_____ certifies that they are the _____
(Name) (Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

END OF SECTION 00 65 19.13

SECTION 00 65 19.16 – AFFIDAVIT OF RELEASE OF LIENS

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) TURKEY CREEK WWTP TRICKLING FILTER MEDIA owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

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

Signature: (18) _____

INSTRUCTIONS FOR WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

END OF SECTION 00 65 19.16

SECTION 00 72 00 – GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence

to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the

CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and 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.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the

CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00 52 00 – Agreement 2022; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify

the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the

CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution 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. The form and limits of such insurance shall be as set forth in Section 00 52 00- Agreement 2022 of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety

of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation 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 Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTAL GENERAL CONDITIONS

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER 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. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 CLOSE OUT DOCUMENTATION

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver to the OWNER, through the Engineer:

Notarized Contractor's Certificate of Compliance in SECTION 00 65 13, signed by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

Affidavit of Payment of Debts in SECTION 00 65 19.13 signed by the CONTRACTOR, listing all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project and stating they have been paid in full.

Notarized Affidavit of Release of Lien in SECTION 00 65 19.16, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

END OF SECTION 00 73 00

SECTION 00 73 43 - WAGE RATE REQUIREMENTS

STATE OF MISSOURI PREVAILING WAGE LAW & RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form, which includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the Owner of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of doing so.

The contractor will forfeit a penalty to the Owner of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required safety training.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the Project. Required from subcontractors, also via the Contractor, send one copy to City, one copy to Engineer.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the Owner, through the Engineer, notarized Affidavits of Compliance with the Prevailing Wage Law, in the form attached hereto, from the Contractor and all subcontractors furnishing services for the Project.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 as Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or

construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highway commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highway Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed objections, hearings-final determination-notice to department by public body, when –

(1) Except as otherwise provided in Section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year, and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the Secretary of State and with the Department in Jefferson City. Copies shall be supplied by the Department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to a determination or part thereof that he deems objectionable, by filing a written notice with the Department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the Department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The Department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the Department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The Department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the Department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately the Department shall file a certified copy of its final determination with the Secretary of State and with the Department, and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the Department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the Department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the Department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer, in regard to such collective bargaining agreement, shall notify the Department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the Department, on a form prescribed by the Department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required – signs on motor vehicles and equipment, requirements – temporary stationary sign, when – exception –

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

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased, or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign with the information required pursuant to this subsection, at the main entrance of the construction project site in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CHAPTER 3 - PREVAILING WAGE LAW RULES

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract which would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent,

previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages of workers are to be determined,

shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

END OF SECTION 00 73 43

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER 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

Building Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
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.

ANNUAL WAGE ORDER NO. 31

3/24

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.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
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

END OF SECTION 00 73 46

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

1.1 The work consists of furnishing all materials, equipment, tools, and supervision to complete the project as described in these specifications and as shown on the drawings.

1.2 Location: The project site is 3457 W Eddy Ln, Joplin, MO 64801 and as shown on the drawings.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1.5 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete construction.

2.1.1 No permits are required is only providing materials.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. REGULATORY REQUIREMENTS

5.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the City of Joplin.

5.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

6. CONSTRUCTION STANDARDS

6.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

7. REFERENCES AND ABBREVIATIONS

7.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

7.1.1 AWWA: American Water Works Association.

7.1.2 AGA: American Gas Association

7.1.3 ASTM: American Society for Testing Materials

7.1.4 AASHTO: American Association of State Highway & Transportation Officials

7.1.5 ANSI: American National Standards Institute

7.1.6 API: American Petroleum Institute

7.1.7 ASA: American Standards Association

7.1.8 DOT: Federal Department of Transportation

7.1.9 AWS: American Welding Society

7.1.10 AREA: American Railway Engineering Association

7.1.11 ACI: American Concrete Institute

7.1.12 BOCA: Building Officials and Code Administrators

8. QUALITY CONTROL

8.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

9. ENVIRONMENTAL

9.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution contingency Plans; and all applicable State, County, and municipal regulations.

9.2 The contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506(C)).

END OF SECTION 01 11 00

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

1. GENERAL

1.1 Description: This section specifies the manufacturers and suppliers of, and standards for, equipment and material to be provided in the construction of wastewater treatment facilities described in these specifications and shown on the drawings. Equipment and materials by manufacturers and suppliers other than those named herein will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplemental General Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

1.2.2 The "Sole Manufacturer" shall be named where listed in the Bid Schedule, and where set forth by manufacturer in the specifications.

2. MATERIAL AND EQUIPMENT

2.1 Trickling Filter Media: Brentwood Industries or approved equal.

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed within the specifications wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered. The complete list of submittal requirements is listed in section 46 53 24.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving approval may be utilized in the Project. Written approval will be provided to prospective bidders.

END OF SECTION 01 25 00

SECTION 46 53 24 – TRICKLING FILTER TOWER MEDIA

1. GENERAL

1.1 Description: The work in this section consists of manufacturing and transporting to the job site PVC trickling filter tower media modules, media support grating, and protective surface grating as shown on the drawings and herein specified. Adequate media shall be provided to fill the trickling filter(s) to the depth shown on the drawings. Unloading and storage of media at the site is not included in this contract and shall be the responsibility of the installing contractor. Media provider shall coordinate delivery of media with installing contractor and shall store media at their manufacturing facility until it is needed.

1.2 Definitions:

1.2.1 Media Support System: A precast concrete structural system is currently in place and is designed to support structured PVC Media Modules while maximizing ventilation and drainage. Existing support system provides 6-inch wide concrete beams located on 24-inch centers as shown on the drawings. A PVC extrusion is adhered to the top of the existing beams to facilitate drainage through the media. This extrusion shall be removed to accommodate the installation of pultruded fiberglass grating installed on the existing concrete structural system, which shall directly support the media. Support grating shall be capable of supporting the design loads imposed by the media and biological growth. In no case shall the service load rating of the grating be less than 2,100 psf uniform load for a 24-inch simply supported span. Grating shall provide at least 50 percent void space while still providing sufficient contact with the media to prevent deformation of media. Contractor shall submit support grating product data with media documentation.

1.2.2 Media Modules: Media modules shall provide a mixed media installation consisting of Cross-Flow modules for the top two layers, and Vertical-Flow modules for all remaining layers. The cross-flow media shall be fabricated from PVC sheets and shall be completely corrugated at a 60-degree angle from the horizontal to form a cross-corrugated pattern between adjacent sheets, creating a continuous and horizontal redistribution of air and wastewater. The vertical-flow media shall be fabricated from vertically corrugated PVC sheets that create a vertical distribution of air and wastewater and minimize the potential for excessive solids buildup. The vertical-flow media modules shall ensure adequate contact between wastewater, biomass, and air by providing suitable openings for the wastewater, including a transfer slope located in the middle of each sheet allowing for proper redistribution of the wastewater. Modules shall be 2 ft. high, 2 ft. wide, and either 4 ft. or 6 ft. long.

1.2.3 Protective Surface Grating: Interlocking polypropylene panels, a minimum 1-1/4 in. height, shall be provided to absorb hydraulic impact, provide operator access, provide a protective layer from foot traffic, and add UV protection to the top layer of structured PVC Media Modules.

1.3 Quality Assurance

1.3.1 Qualifications of Manufacturer: Manufacturer of media modules shall certify that they have a minimum of 25 installed and operating facilities of Media Modules in wastewater treatment applications in the U.S., and at least 10 years' continuous experience as the manufacturer and supplier of Media Modules in wastewater treatment applications. The Protective Surface Grating and Media Support Grating shall be a standard product of the manufacturer specifically designed for wastewater applications, and the manufacturer shall certify that they have more than 10 existing installations of the Media Support Grating and Protective Surface Grating. At least 5 of the existing installations must be for installations at least 24 feet deep.

1.3.2 Pre-qualification of Manufacturers: Pre-qualification prior to bidding is required for all manufacturers not named in this section. All manufacturers requesting pre-qualification are required to submit to the engineer a minimum of 14 days prior to bid, the following:

1) Sample of Media Modules (one module of each type and mil thickness supplied) with minimum sheet thickness intended for use in this project (2 ft. width by 2 ft. height by minimum 2 ft. long).

2) Sample of Protective Surface Grating.

3) Sample of Media Support Grating.

4) Include with submittal samples 3 copies of complete product specifications, catalogs and other documents required in this section. All samples shall be retained by Owner.
5) Results of structural testing of media modules for each sheet thickness proposed.

6) Manufacturer shall submit test reports from compression tests conducted in accordance with 2.3.2 of selected media gauges demonstrating ability to comply with the specified strength design criteria in 2.3.1. Data shall be no more than five (5) years old.

7) A list of prior installations meeting the requirements of paragraph 1.3.1. Installations completed by employees while employed at a different company are not relevant and shall not be submitted.

1.3.3 Source Quality Control: All media sheets shall be formed and assembled into modules at the manufacturer's on-going manufacturing facility. Assembly in temporary facilities or field assembly is prohibited to avoid varying environmental conditions, issues with air permitting, issues with controlling fire hazards, and to maintain the required level of quality control during the manufacture of the media modules.

1.4 Warranty: The Media Modules, Media Support Grating, and Protective Surface Grating shall be guaranteed to be free from defects in material and workmanship for a period of 5 years from date of delivery.

1.5 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. MATERIALS

2.1 General: The media modules shall be constructed from rigid PVC sheets, and specifically designed for use in biological oxidation of municipal and industrial wastewater. The polyvinylchloride sheet shall be resistant to grit, fungi, bacterial growth, and forms of microorganisms. The polyvinylchloride sheet shall be chemically resistant to normal sewage; and to mild concentrations of common inorganic acids of alkalis and organic solvents or compounds.

2.2 Physical Requirements of Media: PVC sheets shall conform to ASTM D1784 cell classification with the following properties:

2.2.1 No media packs shall weigh less than1.33 lbs/cu ft (plus or minus 5%). Preformed PVC sheet material shall be no less than 22 mil thickness.

2.2.2 Shall be specifically compounded for UV resistance.

2.2.3 Tensile strength shall be 6,000 to 9,000 psi as determined by ASTM D-882.

2.2.4 Flexural modulus shall be 400,000 to 500,000 psi as determined by ASTM D-790.

2.2.5 Flexural strength shall be minimum 11,000 psi as determined by ASTM D-790.

2.2.6 Impact resistance shall be minimum 0.8 in.-lbs./mil as determined by ASTM D-5420.

2.2.7 Heat distortion temperature shall be 155º F to 160º F at 264 psi as determined by ASTM D-648.

2.2.8 Specific gravity shall be 1.40 to 1.60 as determined by ASTM D-792.

2.2.9 PVC shall be self-extinguishing in less than five seconds when tested for flammability as determined by ASTM D-635.

2.3 Media Construction: The plastic media shall be formed into modules by bonding individual corrugated sheets into 2' x 4' x 2' or 2' x 6' x 2' modules. The bonding process shall render the modules rigid by securely attaching dedicated bonding

surfaces of the sheets. Module designs shall include a "cross-flow" design and a “vertical-flow” design. Such designs shall be specifically for wastewater application and shall not be subject to clogging at loadings up to 70 pounds BOD5 per 1000 cubic feet of media volume. The minimum void-to-volume ratio shall be 95 percent and the minimum surface area shall be 30 square feet per cu. ft. of media. Media edges shall not be heat flanged. Media shall rest on media support grating and the existing precast beam support system as shown on the drawings. Wastewater flow pattern shall not result in water "backing up" in the lower level of media.

2.3.1 Structural Requirements: No media having a bearing capacity of less than 500 pounds per square foot will be acceptable. The plastic media modules shall be entirely self-supporting to a height of 28 feet, and shall be designed for a minimum bearing capacity of 45 psf per foot of media depth. Modules designed to have varying load bearing capacities will be permitted in the design. The top layer shall be able to support a uniform loading of 1,000 psf, and the bottom layer shall be able to support a uniform loading of 1,260 pounds per square foot. Modules shall be clearly labeled so that modules of different load bearing capacity may be clearly distinguished from one another.

Media gauge selections shall be at a minimum as reported below, plus or minus 5 percent

Layer Media	Type	Load Rating (psf)
14 (TOP)	Cross flow	1,000
13	Cross flow	500
12	Vertical flow	500
11	Vertical flow	500
10	Vertical flow	500
9	Vertical flow	540
8	Vertical flow	630
7	Vertical flow	720
6	Vertical flow	810
5	Vertical flow	900
4	Vertical flow	990
3	Vertical flow	1080
2	Vertical flow	1170
1 (BOTTOM)	Vertical flow	1260

2.3.2 Testing: To insure structural integrity, the media shall be capable of withstanding a short-term (2 hour) test loading of 45 pounds per square foot per foot of media depth or 500 psf, whichever is greater, with a maximum allowable deflection at the media-to-media interface of 1.0 percent at a test temperature of 70º F to 75º F. The top layer of media shall be tested to a loading of 1,000 psf, and the bottom layer of media shall be tested to a loading of 1,260 psf. Testing of the bottom layer shall simulate loading when placed on the designed media support system. The media manufacturer shall supply certified copies of tests conducted on media bundles from each gradation of media proposed for installation on the project, with the test procedures employed identified. As a minimum, the test procedure shall utilize stacked bundles of four full sized modules from the media production run that is specifically manufactured for this project, two modules high, arranged to simulate the geometry as planned in the tricking filter. Loading shall be as follows:

2.3.2.1 A preload, equal to ten percent of the design load, shall be applied for one hour to seat the modules prior to incremental loading. Flexural deflection at the end of the one-hour preload period shall be measured. This shall be considered zero deflection for the remainder of the test.

2.3.2.2 The loading shall be increased at 10 percent intervals of the design load. Each loading shall be held for five minutes and the deflection recorded at the end of the five-minute period.

2.3.2.3 Incremental loadings shall continue until recorded deflections are 1.0 percent and subsequently two percent, or failure of the module.

2.3.2.4 Test results shall be plotted on a graph as both "deflection versus load" and "percent deflection versus load" as measured at the media-to-media interface. A defined change in slope (breakover) in the plotted results shall be viewed as media failure.

2.3.2.5 If the modules tested in any strength gradation exhibit a compressive deflection at the interface greater than 1.0 percent, the Engineer may require the testing of as many additional modules as he considers

necessary to determine the structural stability of the media. If, in the opinion of the Engineer, the tests indicate the media is structurally unsuitable for its intended use, he may order the Contractor in writing to replace the media of that gradation with new media meeting the specifications and passing the structural testing. The term "deflection" shall mean the vertical deflection expressed as a percent of the vertical distance between the top and bottom faces of the media stack under the preload conditions.

2.4 Media Support Grating: The media support grating shall consist of pultruded fiberglass material designed for a maximum deflection of ¼-inch at a loading of 1,260 psf. The grating shall have a minimum open area of 50-percent. The grating shall be supported by the existing concrete support piers and beams.

3. OPERATING CHARACTERISTICS

3.1 The existing tricking filter towers, as shown on the attached drawings, operate with flows ranging up to 8.0 MGD through each tower. The tower treats a wastewater having combined domestic/industrial sewage characteristics, and containing approximately 40 percent industrial waste. The temperature of the sewage varies from 40º F to 85º F and receives screening and primary clarification prior to being pumped to the towers.

4. EXECUTION

4.1 Fabrication: The PVC modules shall be fabricated at the manufacturer's on-going manufacturing facility.

4.2 Media Installation: Media installation shall be performed by others and is not a part of this contract.

4.3 Testing and Acceptance: The media supplier shall certify to the Contractor and the Engineer in writing that the media to be supplied will meet or exceed the specifications set forth herein. The media manufacturer shall undertake quality control testing to insure conformance of the media with the specifications. After the fabrication and storage at the point of manufacture of at least two-hundred modules per gradation layer, the Engineer shall randomly select four modules from each gradation layer for testing at the manufacturer's testing laboratory. As an alternative, modules may be shipped to the project site where the Engineer shall randomly select four modules from each gradation layer for testing at an independent laboratory. All testing, whether it be done at the manufacturer's testing laboratory or at an independent laboratory, shall be observed by an independent registered professional engineer who shall also certify as to proper calibration of all testing equipment, test procedures, and test results. All testing costs (including shipping costs and all cost associated with the independent registered professional engineer) shall be borne by the media manufacturer. In addition to the independent engineer, the Owner's representative shall observe all module testing to verify compliance with the specifications. If testing is undertaken at the manufacturer's testing laboratory, manufacturer shall schedule the fabrication of media modules in a manner that allows the Owner's representative to make no more than two trips of two days each to the manufacturing facility for selection of modules and testing of all gradations of media. Owner's representative shall require 10-days' notice prior to selection and testing of the modules. Costs associated with travel to the testing site for the Owner's representative for up to two trips shall be paid for by the Owner. If more than two trips to the testing site are required, the media manufacturer shall be responsible for additional travel, lodging, and meal costs.

4.4 Protective Grating Installation: Grating installation shall be performed by others and is not a part of this contract.

4.5 Supervision: Media manufacturer shall provide a qualified field installation supervisor for a minimum of 2 working days to instruct the installation Contractor how to properly install the media support grating and media modules. Manufacturer's representative shall return to the site to view the completed installation in each tower and certify that the installation of media in each tower is in conformance with the manufacturer's instructions.

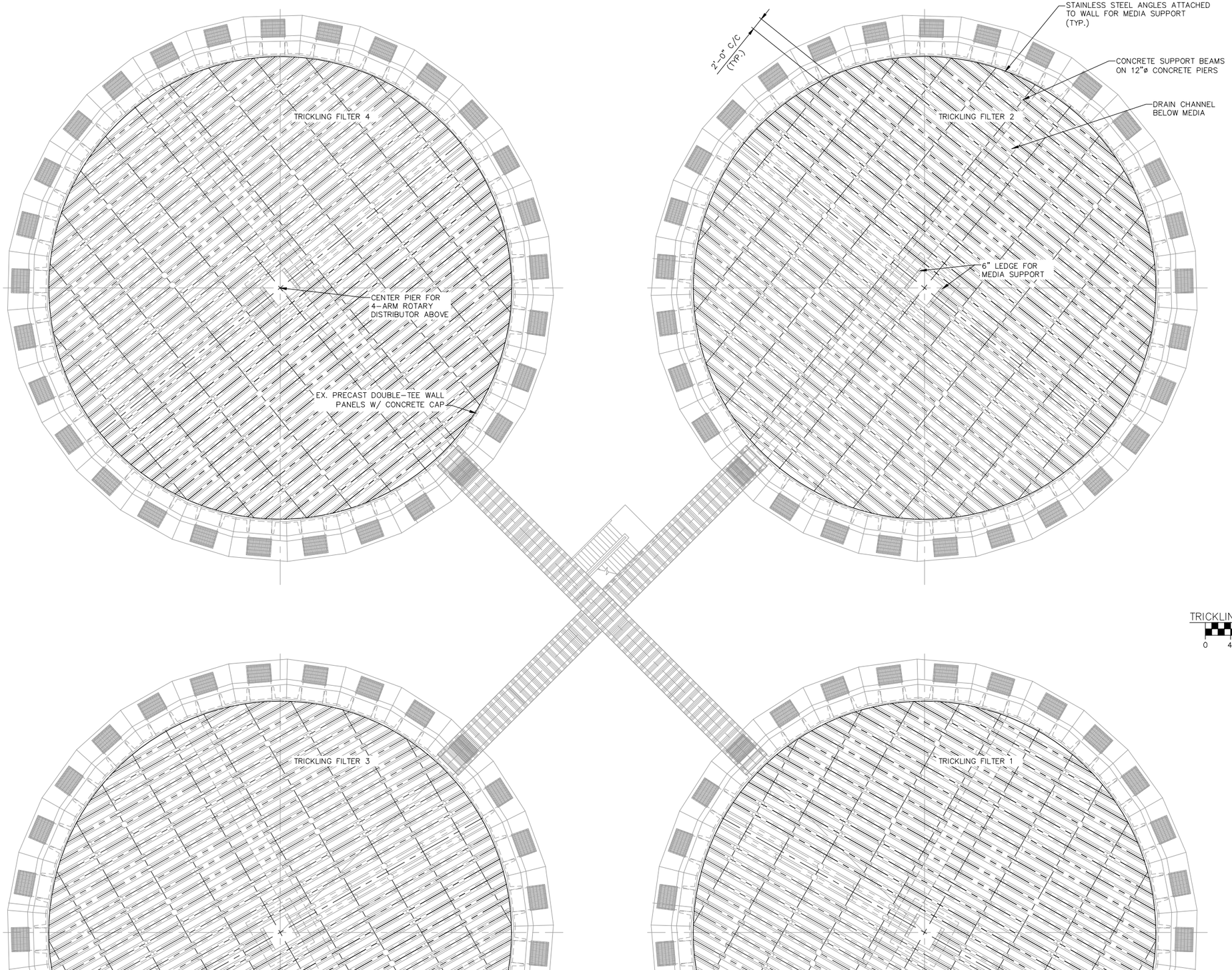
4.6 The trickling filter media described herein shall be Brentwood or approved equal. Only media manufacturers who exhibit substantial experience in the manufacture and supply of PVC trickling filter media for biological wastewater treatment applications will be considered. Acceptability of media manufacturer shall be decided by the Owner.

END OF SECTION

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

NOTES:

1. DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. BID IS FOR SUPPLYING MEDIA ONLY. INSTALLATION WILL BE PERFORMED UNDER A SEPARATE CONTRACT.
2. THERE IS NOT ADEQUATE STORAGE ONSITE FOR ALL MEDIA MODULES. MEDIA SHALL BE PROVIDED TO INSTALLATION CONTRACTOR AS REQUIRED DURING INSTALLATION PROCESS.



TRICKLING FILTERS PLAN

0 4' 8' 16'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI — JARED C. NICHOLS — NUMBER PE-2012018110 — PROFESSIONAL ENGINEER — 08/05/2024

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

REV DATE:	REVISION:

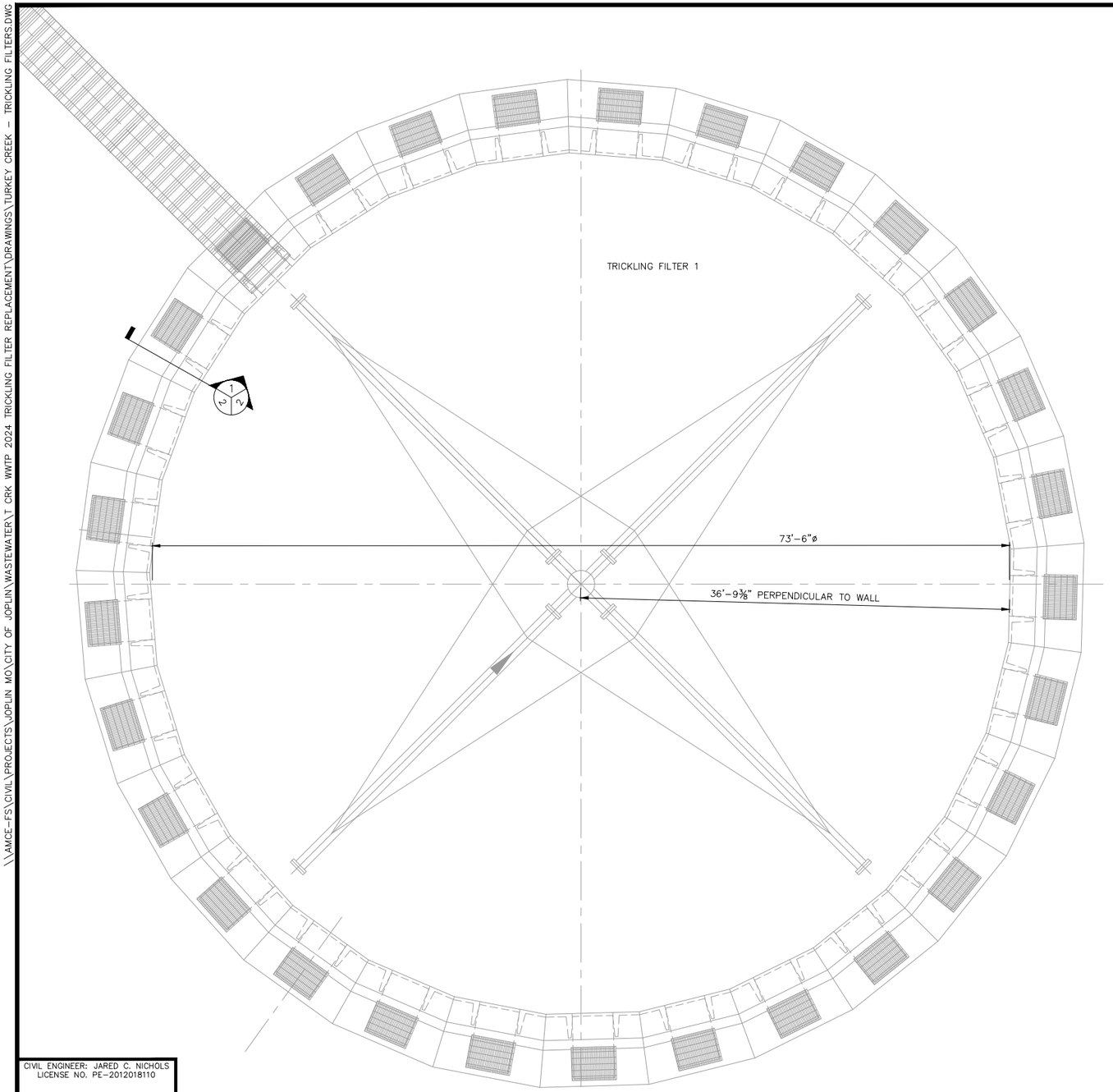
DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY

TRICKLING FILTER RENOVATION

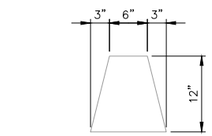
PLAN

DWG. NO. 1

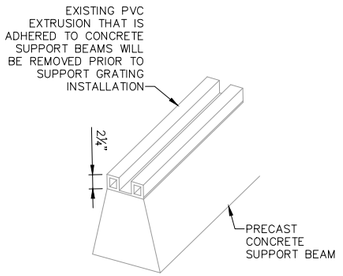


TRICKLING FILTER PLAN

0 4' 8' 12'



SUPPORT BEAM SECTION



PVC EXTRUSION DETAIL

TYPICAL WALL SECTION

0 2' 4' 6'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI · JARED C. NICHOLS · NUMBER PE-2012018110 · 08/05/2024 · PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

CITY OF Joplin

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DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY
TRICKLING FILTER RENOVATION
ENLARGED PLAN AND TYPICAL WALL SECTION

DWG. NO. 2

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street | Joplin, MO | 417.680.7200

Jared Nichols, P.E.
Vice President

Tabulation of Bids

Turkey Creek WWTP Trickling Filter Media | Joplin, MO
September 3, 2024, at 10:00 am

Brentwood Industries Reading, PA	$ 4,490,874.00
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BRENTWOOD®

August 29, 2024

Subject: Turkey Creek WWTP Bid
Trickling Filter Media
Joplin, MO

Attn: To Whom it may concern

Brentwood is pleased to provide the following proposal in accordance with the bid documents. As requested, the bid documents have been completed and signed by the appropriate parties. Please note that below are Brentwood's clarifications to the bid documents provided.

1. 00 45 13 -1, Attach Certificate of Authority to do Business in Missouri
   As solely an equipment supplier, Brentwood does not have this certificate. A certificate for Pennsylvania has been submitted. We regularly sell equipment and supply projects within the State of Missouri.

2. 00 52 00 – Agreement Between Owner and Contractor, Section 1 Manner and Time for Completion
   Brentwood requests the word "labor" be struck. Brentwood will furnish field service for installation oversight per the specification 46 53 24, but will not provide any installation labor.

3. 00 52 00 – Agreement Between Owner and Contractor, Section 2 Prevailing Wage
   Brentwood requests this be struck in its entirety. As solely an equipment supplier prevailing wage requirements do not apply to Brentwood.

4. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section d. Owner's and Contractor's Protective Liability Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

5. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section e. Builder's Risk Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

6. 00 52 00 -- Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section d
   Brentwood requests "where claim is attributable to Contractor fault" be added at the end of the paragraph.

7. 00 52 00 – Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section g,
   Brentwood requests "attributable to Contractor fault" be added at the end of the paragraph.

8. 00 61 13.13 –Performance Bond
   Performance Bond, will be at a later date, per the bid instructions.

9. 00 61 13.16 – Payment Bond
   Payment Bond, will be at a later date, per the bid instructions.

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10. 00 65 13 – Certificate of Compliance
    As solely an equipment supplier this does not apply to Brentwood.

11. 00 65 19.13 – Affidavit of Payment of Debts
    As solely an equipment supplier this does not apply to Brentwood.

12. 00 65 19.16 – Affidavit of Release of Liens
    Will be provided at a later date.

If you have any questions, please contact the below. We look forward to the opportunity to work with you on this project.

Regards,

Charles Greeson
Regional Sales Manager
Brentwood Industries
PH: +1 610-347-8557 (Direct)
charles.greeson@brentwoodindustries.com

BID PROPOSAL #WG07481



Brentwood Trickling Filter Proposal

TURKEY CREEK WWTP

JOPLIN, MO

USA

8/29/2024

BRENTWOOD®

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Drive
Reading, PA 19610 USA
+1.610.374.5109

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

Attention: City of Joplin, MO
Bid Date: 9/3/2022

FIRM PROPOSAL

Brentwood Industries, Inc proposes to supply all materials and services as an APPROVED manufacturer and in general accordance with the following plans and specifications, subject to the terms and conditions stated herein.

SPECIFICATION SECTION(S):	**46 53 24**
ADDENDA RECEIVED:	**N/A**

BRENTWOOD PROPOSES TO FURNISH TRICKLING FILTER EQUIPMENT AS FOLLOWS:

Number of Filters: 4
Filter Dimensions: 73.5 ft Diameter
28ft Media depth
Total Media
Volume (ft3) 485,898

ITEMS INCLUDED:

MEDIA SUPPORT SYSTEM

Pultruded fiberglass (FRP) media support Grating - 50% Coverage

MEDIA MODULES (PVC)

Media type: Mixed Media VF3400 / CFS3000

Standard PVC Media Modules with minimum surface area of 27-31-ft2/ft3 and minimum void ratio of 95%. Modules are 1'or 2' (H) x 2' (W) x 4' or 6' (L) meeting 1.0% deflection standard required by Specification.

PROTECTIVE SURFACE GRATING

AccuGrid 24" X 24" X 1.25" polypropylene interlocking protective surface grating panels covering 100% filter surface area.

TESTING & ADDITIONAL SERVICES

Module Compression Tests per specification performed in Brentwood's in-House Lab

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

SCOPE OF SUPPLY NOTES

1) Volume of media delivered will have a wastage factor for cutting
2) Media modules will require field trimming, by others.
3) AccuGrid protective surface grating will require field trimming, by others.
4) FRP Support Grating will require field cutting by others.

CLARIFICATIONS OR EXCEPTIONS TO SPECIFICATIONS:

1) The dimensions, grades, elevations, locations and field measurements or any drawings or specifications issued to Brentwood Industries, Inc. for the purpose of bidding and/or parts design are to be verified by others. All responsibility for field measurements and for verifying the accuracy of all grades, elevations, dimensions, locations, and field measurements are to be performed by others. Any errors due caused by failure to verify all such grades, elevations, dimensions, locations or field measurements shall be promptly rectified by others. This would include price change orders for additional design time, additional material or any other costs associated with the error to Brentwood Industries Inc.



BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

ITEMS SPECIFICALLY NOT INCLUDED AND GENERAL EXCLUSIONS:

(unless amended herein the following are excluded from our scope of supply).

1) Successful contractor shall be responsible for field verification of all dimensions.
2) Foundations and/or concrete modifications to accept Brentwood equipment.
3) Bid, performance, supply or maintenance bonds.
4) Installation of equipment, anchorage, concrete, sealing compounds, anti-seize, shim stock or grout.
5) Spare parts, unless listed elsewhere in this proposal.
6) Unloading, hauling, erection, weather protection or storage of equipment.
7) Removal and disposal of old equipment or excess material or packaging.
8) ,Any component shown or described on a drawing and not shown in the components included section of this proposal, or any component or service not shown in this proposal.
9) Field trimming, cutting or other modifications required to properly install the equipment.
10) Anchors to secure AccuPier or FRP Pultruded Grating to floor or existing concrete supports

SUBMITTALS:

Shop drawing and submittal preparation in accordance with specification or customer requirements.

OPERATION & MAINTENANCE MANUALS:

Unless otherwise specified, one (1) electronic copy, in Adobe PDF format, of our O&M manual, including the installation & layout drawings, can be downloaded via email or Brentwood's FTP site.

FIELD SERVICE:

The services of a qualified Brentwood field technician are included to assist in the inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification.

Duration is limited to 4 trip(s), $3630/trip, for a total of 6 man-day(s), $2420/man-day.

If the Distribution arm and Controls are provided, Field Service will also include individuals qualified for commissioning of distribution arm and controls. Commissioning of controls and distribution arm may occur at a later date and is included in the pricing unless otherwise specified in the clarifications.

Additional field services can be provided at the per diem rate, as listed within the rate sheet. Non-use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

TIME AND DELIVERY:

1) Brentwood will furnish initial submittal drawings approximately 6-8 weeks from receipt of a fully executed purchase order and all required structural information including field measurements.
2) Estimated Review: Brentwood assumes a 2 week review and approval period by the consulting engineer.
3) Brentwood will furnish the equipment approximately 20-22 weeks after receipt of final submittal approval or Buyers written release to manufacture for the first filter and 16-18 weeks from release to manufacture for subsequent filters. Or upon a mutually agreed schedule. Buyer assumes all responsibility for material released prior to receipt of returned approved submittal drawings.

FREIGHT:

Freight allowed (best way) to job site. Shipment of media modules will be by common carrier, closed trucks, to minimize damage. All other components will be by flat bed or closed truck , as applicable. It is estimated that approximately Qty (38) 53' Trucks are required per Filter. Seller is not responsible for delays by the carrier. Modules will be palletized on wooden skids to facilitate handling. Disposal of packaging is the sole responsibility of the buyer. Requests for specific methods of shipment will be at the requestors' expense.

SCHEDULE OF VALUES & PAYMENT TERMS:

1) 15% with shop drawing and submittal transmission;
   35% with approved submittals and/or release to manufacture;
   50% on material shipment.
   All payments are 100%, net 30 days from invoice date. Payment terms are subject to credit approval.
2) Terms are not contingent upon nor in conjunction with any agreement purchaser has with other parties.
3) Visit www.brentwoodindustries.com/terms for Brentwood's Water & Wastewater Standard Terms and Conditions of Sale, which are included for reference.

100%, see proposal WG07481

VALIDITY:

This proposal is valid for a period not to exceed 60 days from latest date shown, with project pricing based upon the above shipment schedule. Extensions to delivery timelines may require renegotiation of pricing.

ESCALATION:

Price(s) quoted are subject to adjustment to reflect changes in raw material and/or freight cost(s), should they exceed 3% from the time of quote to the time of delivery. Changes are based on price indexes proved by ChemDataPVC and/or material vendor letter(s), which can be provided upon request. It is understood that it will be Brentwood's option whether to invoke escalation, should the cost(s) exceed this amount.

WARRANTY:

Brentwood warrants its materials to be free of defects in materials or workmanship for a period of sixty month from substantial completion or sixty-six months from date of shipment, whichever shall occur first. Warranty excludes all labor and equipment rental needed to remove and install parts.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions.

For all Bill and Holds, Purchaser acknowledges that:

(i) They have made a fixed commitment to purchase the Product.
(ii) Risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer.
(iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes.
(iv) If no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date.

BID PROPOSAL #WG07481 **TURKEY CREEK WWTP - JOPLIN, MO**

MANUFACTURER'S REPRESENTATIVE:
Please direct all questions regarding this proposal to:

Contact: Ty Cooper

Company: JCI Industries, Inc.

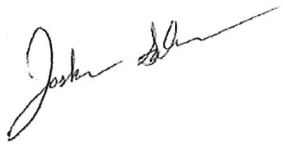
Address: 1161 SE Hamblen Road
Lee's SummitMO 64081
USA

Phone Number: 816.260.8742

Email: tcooper@jciind.com

PRICING SUMMARY:
SEE BID FORM

Proposal Submitted by:





Joshua Sablan, Staff Engineer

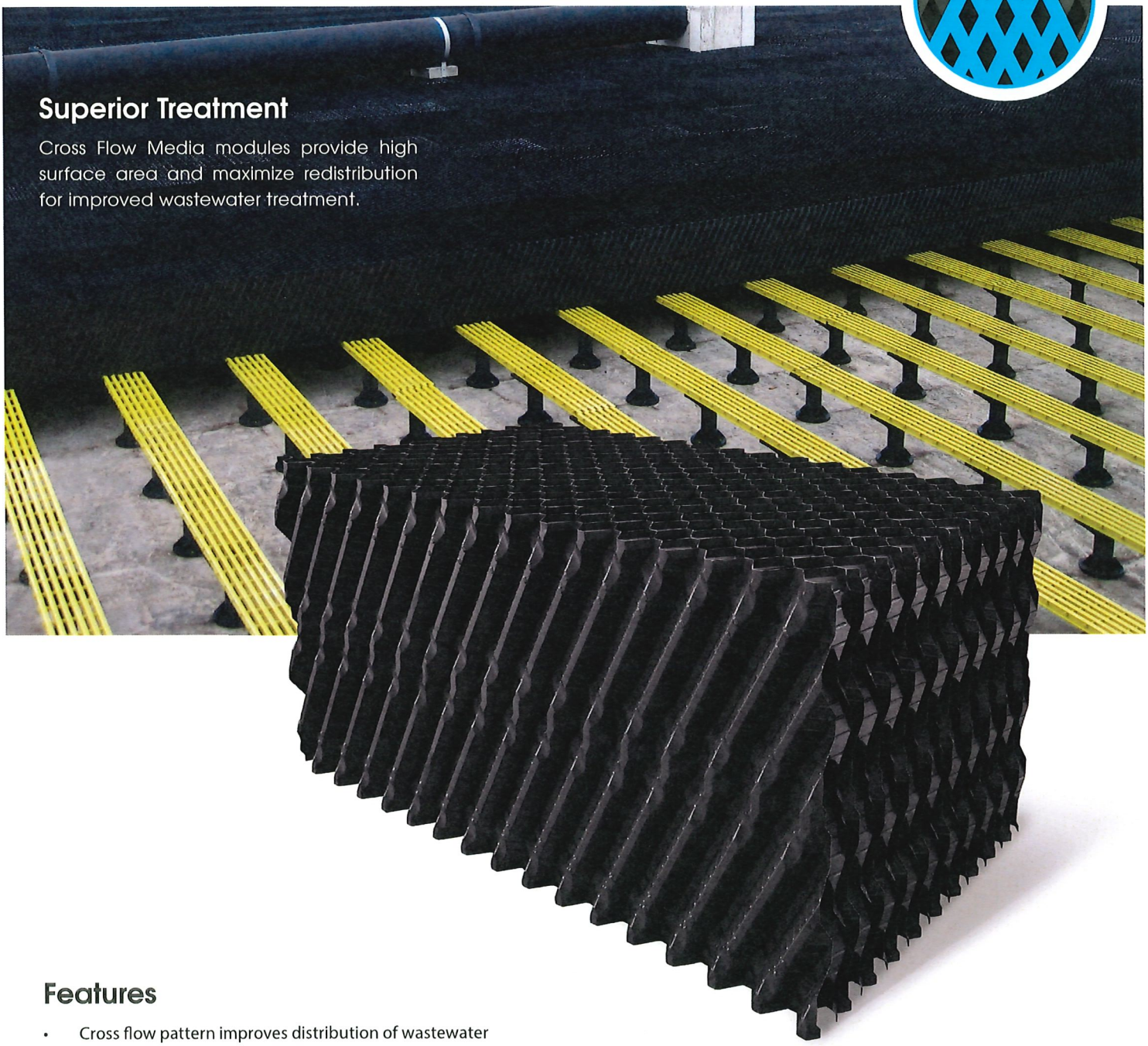
Joshua.Sablan@brentwoodindustries.com
Brentwood Industries

Clint McCorkle, Senior Vice President

LIST ATTACHMENTS
1 - CFS3000 CUT SHEET
2 - VF3400 CUT SHEET
3 - ACCUGRID CUT SHEET
4 - FS RATES
5 - TERMS AND CONDITIONS

CROSS FLOW MEDIA





Superior Treatment

Cross Flow Media modules provide high surface area and maximize redistribution for improved wastewater treatment.

Features

- Cross flow pattern improves distribution of wastewater through the filter media.
- Unique mixing points promote high oxygen transfer.
- Variety of flute sizes available to accommodate varying process requirements.
- Media types suited for nitrification and aerobic carbonaceous BOD removal filters.

BRENTWOOD®

Cross Flow Media

Brentwood's cross flow media provides a cost-effective method for reduction of organics (roughing and polishing) and nitrification of municipal and industrial wastewater. The media modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater. Each sheet in a module is assembled in a cross-corrugated pattern with adjacent sheets, creating a minimum 95% void-to-volume ratio. This configuration provides continuous and uniform horizontal distribution of air and water throughout the full media depth.

VARIED APPLICATIONS

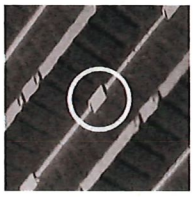
Cross Flow Media modules can be used for both circular and rectangular tank configurations and as part of the following applications:

- New construction or retrofit (replacement of existing media) projects for trickling filters, bio-towers, and nitrification towers.
- Replacement for rock, wood, or random media trickling filters.

Advantages

MEDIA STRENGTH & TESTING

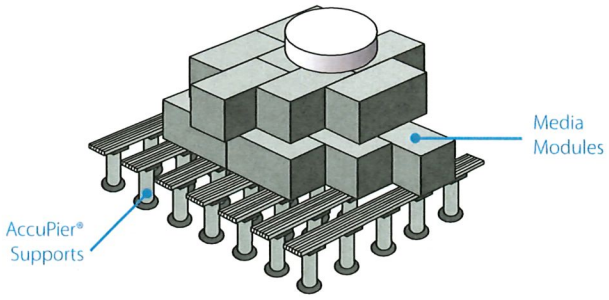
Brentwood performs compression testing to ensure the structural integrity of all media types. The industry-standard test procedure uses four modules in two layers, placed at right angles to each other in a hydraulic test apparatus. The module deflection is measured as a function of the load applied and should not exceed 1 percent at the design load. Brentwood supplies media to a stringent 1 percent deflection criterion, which has allowed us to maintain a record of zero structural product failures over our 25-year history.



DEDICATED BOND JOINTS

Thermoformed PVC sheets are solvent bonded using our dedicated glue joints to create rigid, self-supporting media modules. These bonding points ensure accurate assembly for maximum module strength.

TOWER CONFIGURATION



Cross Flow Media Product Details

PRODUCT	SURFACE AREA	MIXING POINTS	TYPICAL APPLICATIONS
CFS-3000	31 ft^2/ft^3 (102 m^2/m^3)	180/ft^3 (6,356/m^3)	Trickling filters: BOD roughing; BOD removal; Combined BOD removal and nitrification
CF-1900	48 ft^2/ft^3 (157 m^2/m^3)	720/ft^3 (25,424/m^3)	Trickling filters: Shallow filter BOD removal; Ammonium roughing; Complete nitrification
CF-1200	69 ft^2/ft^3 (226 m^2/m^3)	2,457/ft^3 (86,758/m^3)	Trickling filters: Tertiary nitrification; Aquarium oxygenation and nitrification; specialized applications
CF-650	119 ft^2/ft^3 (390 m^2/m^3)	6,864/ft^3 (242,300/m^3)	Odor control, aquaculture, and other unique applications

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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BRENTWOOD INDUSTRIES, INC.
brentwoodindustries.com
tricklingfilter@brentw.com
+1.610.374.5109

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VERTICAL FLOW MEDIA



Unique Flow Pattern

Vertical Flow Media modules provide anti-fouling advantages through a unique flow pattern for improved wastewater treatment.

Features

- Mid-module splash slope distributes wastewater onto biofilm, ensuring improved process performance.
- Media types suited for anaerobic wastewater digestion and high BOD concentrations roughing filters.
- Unique flow pattern improves biofilm sloughing and reduces plugging potential.
- Variety of flute sizes available to accommodate varying process requirements and carbonaceous loadings.

BRENTWOOD®

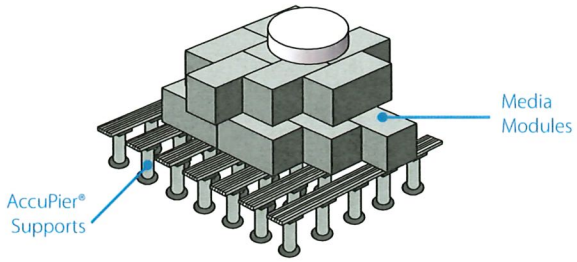
Vertical Flow Media

Brentwood's Vertical Flow Media modules are designed to provide anti-fouling characteristics for bio-degradation of municipal and industrial wastewaters. They are used either in roughing trickling filters to reduce energy consumption for BOD treatment, or in anaerobic digesters to reduce reactor size and recover energy. The modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater.

SUPERIOR SOLIDS FLUSHING

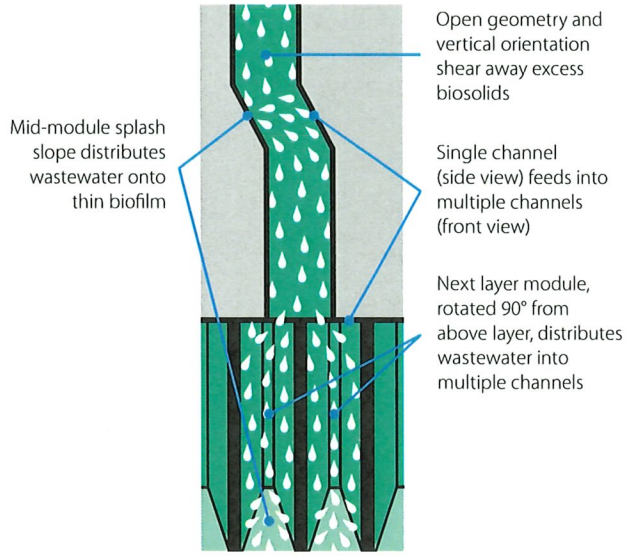
The open geometry and vertical orientation of vertical flow media are designed to shear away excess biosolids, thereby reducing the potential for plugging. Without sharp angles or pockets where excess biomass might accumulate, a thinner biofilm is retained, minimizing loss of effective surface area.

TOWER CONFIGURATION



ENHANCED STRUCTURAL INTEGRITY

Each vertical flow sheet is a combination of flat and corrugated segments, improving the structural integrity of the assembled modules. Brentwood's dedicated glue joints ensure a precise and complete solvent bonding of the sheets for a uniform and homogenous module with superior structural strength. This higher material content per unit of surface area further enhances the module's structural integrity.



Vertical Flow Media Product Details

PRODUCT	SURFACE AREA	TYPICAL APPLICATIONS
VF-5000	30 ft^2/ft^3 (98 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high-strength wastewater treatment
VF-3800	42 ft^2/ft^3 (131 m^2/m^3)	Submerged fixed-film/IFAS systems; submerged anoxic systems
VF-3400	27 ft^2/ft^3 (89 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high to very high strength wastewater treatment
VF-3000	60 ft^2/ft^3 (197 m^2/m^3)	Submerged aerobic fixed-film/IFAS systems; submerged anoxic systems
VF-1900	96 ft^2/ft^3 (315 m^2/m^3)	Submerged aerobic nitrification fixed-film systems

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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brentwoodindustries.com
tricklingfilter@brentw.com
+1.610.374.5109

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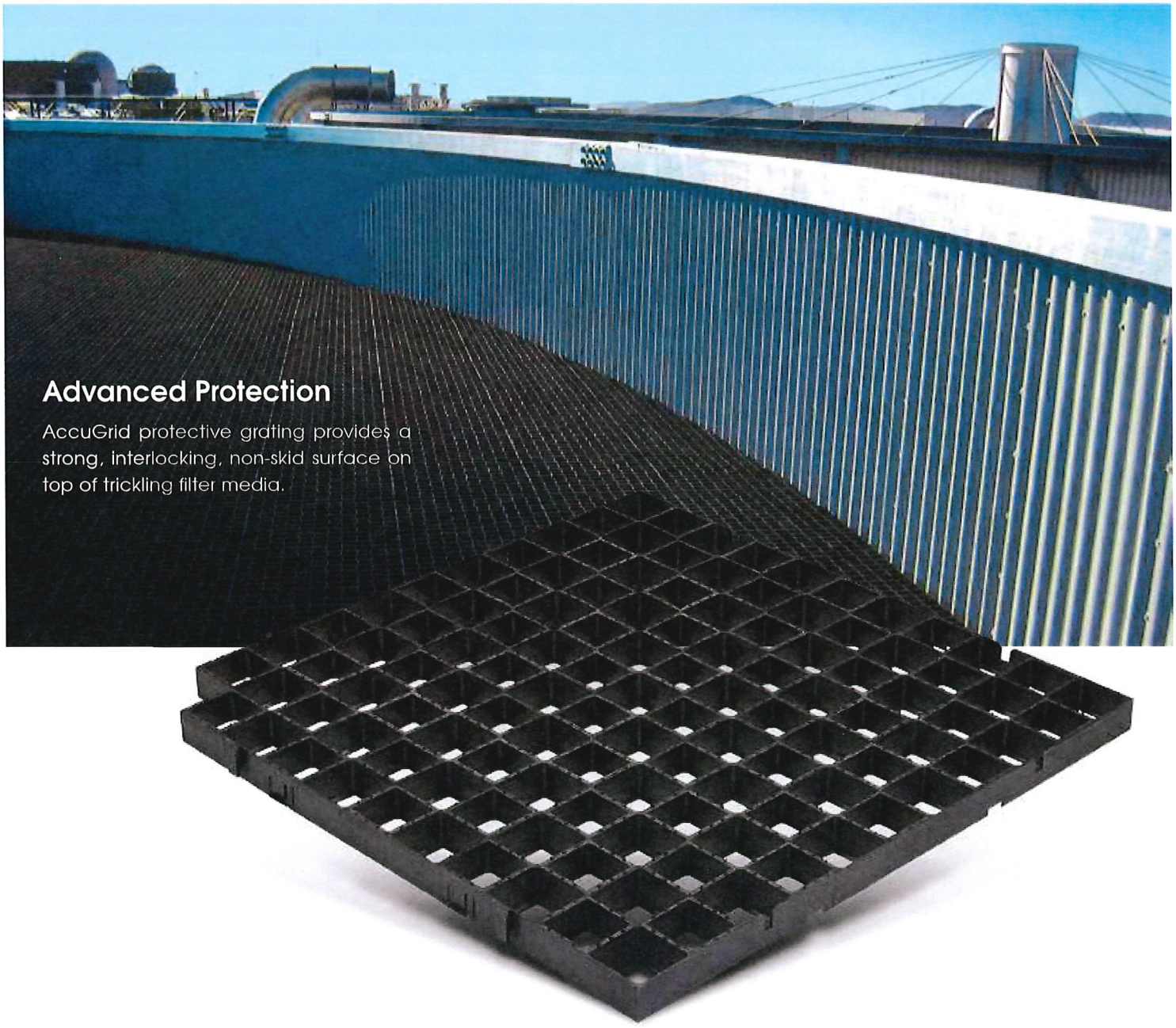
ACCUGRID® BIO-GRATING



Advanced Protection

AccuGrid protective grating provides a strong, interlocking, non-skid surface on top of trickling filter media.

Features

- Non-skid surface provides safe operator access.
- Interlocking panels ensure that protective layer remains flat in place, covering the entire media surface.
- Durable grid pattern minimizes hydraulic impact on media.
- Self-locking tabs ensure consistent, easy assembly.
- UV-stabilized to inhibit degradation of the grating and to protect the underlying modules from extended sun exposure.

BRENTWOOD®

AccuGrid® Bio-Grating

AccuGrid's interlocking panels protect underlying trickling filter media from surface loading, hydraulic impact, and UV degradation. It can be used in rectangular or circular tank configurations and for both retrofit and new construction projects.

EASY INSTALLATION

AccuGrid's innovative design uses one-piece construction of molded-in, self-guiding connections to join the panels. Panels can be cut to size to fit any configuration and do not require edge sealing or any additional hardware, reducing installation time and labor.

STRENGTH

The AccuGrid panels are molded of corrosion-resistant polypropylene for superior strength, maximizing service life for the grating and the media. Additionally, they are capable of supporting foot traffic and provide convenient service walkways.

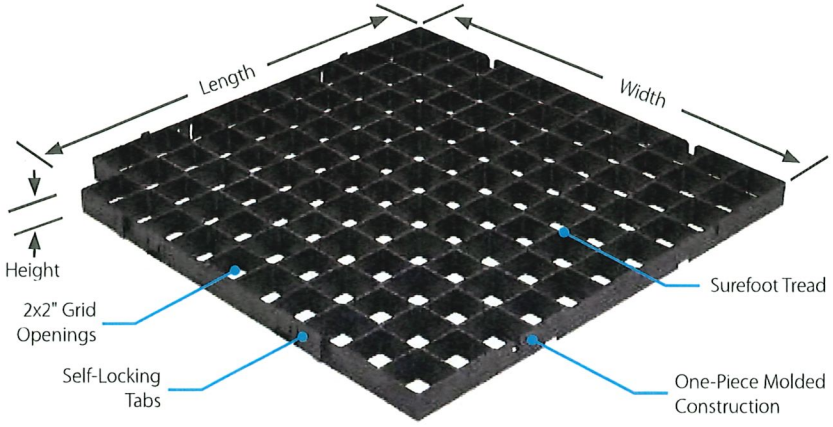


Advantages

- **Cost-effective** alternative to other walkway systems that covers the entire media surface for complete access to the distribution system.
- **Improved safety** by eliminating trip hazards through a surefoot tread design and locking tabs that maintain panel alignment.

AccuGrid Product Details

Length	24 in (610 mm)
Width	24 in (610 mm)
Height	1.25 in (31 mm)
Grid Openings	2 in x 2 in (50 mm x 50 mm)
Color	Black
Material	Polypropylene
Specific Gravity	0.91
Application	Non-Submerged



Why Brentwood?

Brentwood has the ability to provide you with products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

BRENTWOOD®

BRENTWOOD INDUSTRIES, INC.
brentwoodindustries.com
tricklingfilter@brentw.com
+1.610.374.5109

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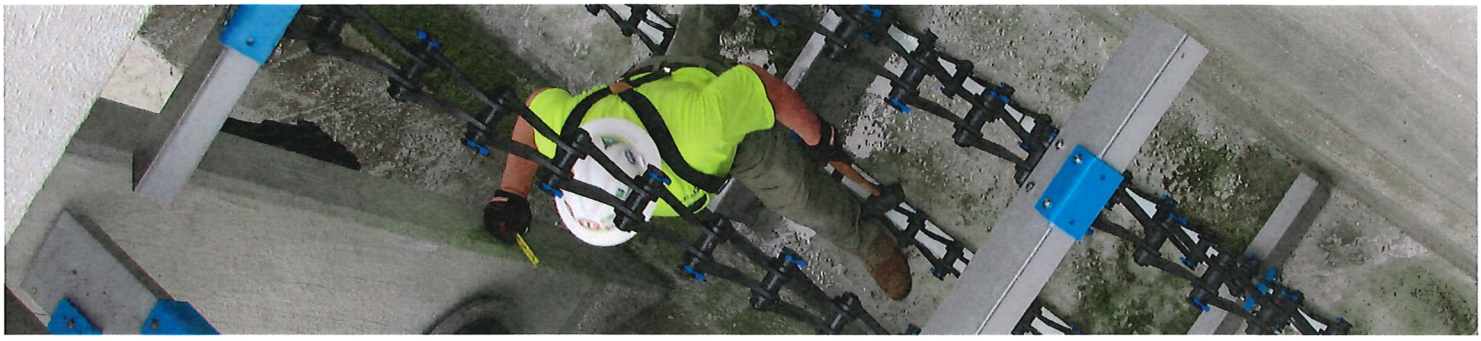
FIELD SERVICE RATES

EFFECTIVE
2022 - 2025



Domestic Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$1,890.00	$2,003.00	$2,123.00	$2,250.00
OT and Saturday	$2,827.00	$2,996.00	$3,175.00	$3,365.00
Sunday and Holiday	$3,780.00	$4,006.00	$4,246.00	$4,500.00

International Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$2,268.00	$2,404.00	$2,548.00	$2,701.00
OT and Saturday	$3,402.00	$3,606.00	$3,822.00	$4,051.00
Sunday and Holiday	$4,538.00	$4,810.00	$5,099.00	$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is $0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
   a. Stand-by from home base – 8 hours per day.
   b. Stand-by while mobilized and in the field – 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.

BRENTWOOD®

BRENTWOOD INDUSTRIES, INC.
brentwoodindustries.com
water@brentw.com

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BRENTWOOD®

Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance
These terms and conditions of sale ("Terms) are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:
Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:
The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:
Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:
Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law ; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :
Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:
Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:
Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:
Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:
All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:
No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.

Warranty:
Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.
The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.
THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTIAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:
REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:
Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:
Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of $1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:
All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:
Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.
Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:
This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:
Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:
This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:
Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:
No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability:
If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:
All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:
The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:
The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:
Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:
This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.
By: _____
Print Name: _____
Title: _____
Brentwood Industries, Inc.

PURCHASER
By: _____
Print Name: _____
Title: _____
Company: _____

SECTION 00 41 43 – BID FORM

Proposal of Brentwood Industries, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as * corporation to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total bid amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$ 2,223,700
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$ 2,223,700
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$ 43,474
	Items 1-3 Total	$ 4,490,874

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

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

Respectfully submitted,

ATTEST: Clint McCorkle

Brentwood Industries, Inc.
Name of Contractor

By Clint McCorkle

By Charles Greeson

Senior Vice Preseident
Title

Regional Sales Manager
Title

500 Spring Ridge Drive,
Reading, PA 19610
Address (Including Zip Code)

(SEAL)
(If Bid is a Corporation)

BRENTWOOD
500 Spring Ridge Dr.
Reading, PA 19610
USA
INDUSTRIES, INC.

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hartford Fire Insurance Company and Brentwood Industries, Inc., as Principal* as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of Five Percent of Amount Bid DOLLARS ($ 5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 3rd day of September, 2024.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's BID, and Surety does hereby waive notice of any extension.

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

Kristy M. Kohler (L.S.)
Principal

Brentwood Industries, Inc.
Company

Hartford Fire Insurance Company
Surety

By Evelyn A. Benevento
Evelyn A. Benevento, Attorney-In-Fact

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

END OF SECTION 00 43 13

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 44-419327

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Kimberly L. Miles of Charleston WV, Evelyn A. Benevento, Jessica J. Bentley, Lisa M. Habermehl, Francis M. McGinley, Donna Spirt, Katelyn Williams of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 3, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name: Brentwood Industries, Inc.

(Company Name)

500 Spring Ridge Drive — Reading, PA 19610

(Address) (City, State, Zip Code)

610.347.8557 — 610.376.6022 — charles.greeson@brentwoodindustries.com

(Phone Number) (Fax Number) (E-mail)

Date: 08/29/2024

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☐ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☒ Other: Equipment Manufacturer

For Corporations Only:

Federal ID Number: 23-165 8487

Name of State(s) in which incorporated: Pennsylvania

Date(s) of incorporation: 1965

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri Equipment supplier only
2. Certificate Number: TSC210524141424-1, PA Date: 05/24/2021

Caitlin Banta
(President's Name)

Clint McCorkle
(Vice-President's Name)

Kristin Kohler
(Secretary's Name)

Scott Schanzenbach
(~~Treasurer's Name~~) (Controller)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 23-165 8487

Percent of work done by Contractor: 100%, see proposal WG07481

Number of years in business: 59

or SSN: _____ Number of Permanent Employees: 797

Geographical limits of operation:

Brentwood will not conduct business with any company or individual person listed on OFAC's blocked party list.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No.

Date: Dated this Twenty-Ninth day of August, 20 24.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Brentwood Industries, Inc.

Address: 500 Spring Ridge Drive, Reading, PA 19610

Telephone: 610.347.8557 Fax Number: 610.376.6022

Federal ID Number: 23-165 8487 Social Security Number: N/A

Duns Number: 050507144

Incorporated under the laws of the State of: Pennsylvania

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

Clint McCorkle
(Bidder's Signature)

Kristin M. Kohler
(Corporate Secretary's Signature and Seal)

Clint McCorkle
(Typed or Printed Name of Signor)

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Dr.
Reading, PA 19610
USA

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

05/24/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

BRENTWOOD INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Veronica W. Degraffenreid

Acting Secretary of the Commonwealth

Certification Number: TSC210524141424-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

Joshua Sablan

being first duly sworn, deposes and says that he/she is

Staff Engineer

Title of Person Signing

of Brentwood Industries, Inc.

Brentwood Industries, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Joshua Sablan

BY Joshua Sablan

BY _____

SWORN to before me this 29th day of August 2024

Notary Public

My Commission Expires 01/03/2028

END OF SECTION 00 45 19

TE'ASIA R WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244000180
MY COMMISSION EXPIRES 01/03/2028

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Public Works Department
602 S Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Brentwood Industries, Inc.
500 Spring Ridge Drive
Reading, PA 19610
610-347-8557

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of October 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal sealed the 5th of August, 2024, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated August 29, 2024, which proposal is attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the conducting of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of conducting the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, which is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be

construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor(s), and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City’s gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents, and employees, which are otherwise available under statute, or in law or equity.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-137 **ORDINANCE NO**

AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That a Purchase Order to be issued to Brentwood Industries, Inc. in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00), be and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said purchase order, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon final delivery and inspection of the product, and completion of services rendered under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of November 5th, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney