EXHIBIT D

CITY CONTRACT NO.

THIS CONTRACT, made and entered this _____ day of _____, 2015, by and between the City of Joplin, A Municipal Corporation, Party of the First Part, And

CONTRACTOR

Contractor, Party of the Second Part,

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient bond in the amount of XXXXXXXXXXXXX and XX /100 Dollars ($XXXXX.XX**)** approved by the proper officer, as a guarantee to said City for:

PROJECT NAME

And to perform the same in accordance with specifications and all the provisions of the Joplin City Code of 1998, as amended, and according to the City's Bid Specifications and the Contractor's Bid Response Form on file in the office of the Recycling Coordinator, Public Works Department. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

Item	***Unit***	***Quantity***	***Unit Price***	***TOTAL***
Grinding of Tree Limbs as specified in bid request	Cubic Yard			
Price paid to City for resulting wood chips. Chips to be hauled out by Contractor or approved Subcontractor	Cubic Yard			

The Director of Public Works shall give the party of the second part notice in writing to commence said work, and the same shall be completed on or by October 31, 2015. Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of ONE THOUSAND AND 00/100 DOLLARS ($1,000.00) per calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works.

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in

enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash.

IN WITNESS WHEREOF, the said City of Joplin, acting by and through the Director of Public Works, and the said party of the second part, having subscribed these presents the day and year first above written.

CONTRACTOR

By _____

Party of the Second Part

Federal ID Number _____

CITY OF JOPLIN

BY_____
Nicholas A. Heatherly
Director of Public Works
Party of the First Part

Approved as to form this _____ day

of _____, 2015.

_____
Peter C. Edwards, City Attorney