2021 EMERGENCY REPAIRS AND ON-CALL SEWER CONTRACTOR

ADDENDUM NUMBER 2

Issued: January 20, 2021

_____

Bidder

The undersigned acknowledges receipt of this Addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Receipt acknowledged by:

_____

To: All Bid Document Holders of Record for the referenced project above

This Addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by this Addendum, which shall take precedence over any contrary provisions in the prior documents. This Addendum shall be inserted in the Contract Documents and shall be executed and submitted with the Bid. This Addendum includes the following:

GENERAL CLARIFICATIONS:

1. Answers to all written questions received prior to the announced cut-off date can be found in the attachment to this summary document.
2. This project is 100% financed through City of Joplin funds.

CONTRACT DOCUMENTS:

New or modified text in the following documents are shown in red.

1. Instructions to Bidders – these were modified in the following ways:
    - Additional clarification is given concerning calculating an extended total for the administrative fees within the Bid Form Proposal.
    - Added a weighted selection criteria ("Substitute Workers Availability")
2. Special Provisions – these were modified in the following ways:
    - Section B ("Quality of Work") – allowable permanent pavement repairs were addeded, and associated revisions to the section.
    - Section C ("Equipment & Materials") – see below:
        - additional clarification was added concerning additional equipment needed for a repair or an assigned work;

3. Proposal - The equipment list of pay items was modified in the following ways:
    - Estimated Quantities of hours were adjusted throughout the list.
    - Pipe Bursting Equipment was deleted from the equipment list.
    - Classified labor positions were added to provide clarity for invoicing and third-party review. The bidder's attention is directed to the discussion of these pay items in the Special Provisions.
    - A section was added after the bid items list to allow for the bidder to describe the availability of substitute workers.

4. The Construction Agreement was modified in these ways:
    - Paragraph 1 ("Manner and Time for Completion") was modified to indicate a two-year length of contract;
    - Paragraph 4 ("Performance, Labor, and Materials Payment Bond") was modified to indicate each bond's amount of $25,000.00;
    - Paragraph 8 ("Liquidated Damages") was struck;
    - The last sentence of Paragraph 16 ("Contract Documents") was struck;

David K. Hertzberg, PE
Director of Public Works

1/20/2021
Date

Chris Parker, PE
Civil Engineer II (Sanitary Sewers)

Attachment: answers to written questions

ATTACHMENT

QUESTIONS RECEIVED BY CITY AFTER THE PRE-BID CONFERENCE

The following questions were submitted to the City in writing prior to 5 pm on Jan. 8th, 2021, as indicated in this project's Pre-Bid Meeting Minutes, emailed on 12/23/2020 to all attendees.

1. Date Received: 12/21/2020 – Several questions were included in a single email:
    a. Traffic Control - Bid traffic control as most construction projects do, that is: sq ft of signage, trimline cones per each, arrow board per day if required, message board per day if required. Some traffic control must go up first.

        Answer: When needed, traffic control items will be paid for via the Administrative Fee for Equipment Rental.

    b. Weights for Bidder Consideration – Also, should some weight (%) be given to the number of people a contractor has on call? (a line item?) Covid has made everyone aware that few people may be available 24 hours a day 7 days a week. There is no one that can guarantee anyone can be available, but a staff of 10 people on call has a better chance of responding than a staff of five, and so on.

        Answer: The City's weighted selection criteria used to evaluate the proposals has been modified to include an item related to substitute workers. Additionally, if the awarded contractor is unable to obtain someone to respond in a timely manner, then the City, in such a case as this, might consider reaching out to another contractor for a short-term, emergency contract.

    c. Put a horsepower on the walk behind saw --- 37 hp minimum ?
        Answer: No change to the bid document will be made for this suggestion, because it is the contractor's responsibility to obtain a walk saw strong enough to perform the work.

2. Date Received: 12/29/2020 – Regarding overtime
    a. Page 36 of the RFP has info on paying overtime but the special provisions states no overtime will be paid for emergency work. Can you clear this up for us? How are overtime hours paid on this job?

        Answer: Because this contract is not intended to supply a contractor with 40 hours per week of work, the contractor's time on any callouts is to be considered independent of any work hours accrued during that day on any other given project on which the contractor is working. Additionally, the vast majority of the work performed under this contract is short-duration in nature.

For these reasons, the City does not pay overtime under this contract, except in rare emergencies that are so significant as to require the contractor to work more than the limits of standard pay. Authorization for overtime in these rare instances will be decided by the City's Field Superintendent, or his designee, upon receiving the contractor's request for overtime.

3. Date Received: 1/05/2021 – How to pay for labor
    a. Per your conversation with Rusty this morning, we are asking that line items for a laborer and an operator be added to the 2021 Emergency Sewer Repair Proposal.
    Answer: Pay items have been added to the Bid schedule (Proposal) for standard hourly rates, in conformity with the higher of the Jasper and Newton County prevailing wage rates for the typical job classifications anticipated under this contract. [NOTE: from the Special Provisions that the Bid Form is the "equipment pricing sheet," and that labor is per the governing Annual Wage Order, it is understood that having pay items for labor keeps those unit prices in the forefront of everyone involved in processing invoices.]

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

2021 Emergency Repairs and On-Call Sewer Contractor

All bid prices shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the work desired in sufficient detail as to secure bids. The quality of workmanship shall be in accordance with best trade practices. The bid form proposal is a pricing sheet for major equipment. Any minor equipment or tools not specifically mentioned which are necessary to perform the work shall be included in the bidder's prices.

> Specific instructions pertaining to the administrative fees noted in the bid form proposal. Bidders are to provide their additional markup in the Unit Price column as a percent (2%, for example). To obtain the extended total for these line items, simply multiply the number by the quantity. For example, the extended total for a 2% markup would be calculated as "2" times the bid quantity.

Contractors are cautioned that unbalanced bids can be rejected. The Director of Public Works reserves the right to reject any or all bids.

The contract is a prevailing-wage job.

All blanks on the attached bid form proposal, including any addenda, shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Selection of the bidder for award of contract will be determined using several criteria as evaluated by a panel of City staff. During the selection process of the lowest and best priced bidder, the City's weighted selection criteria used to evaluate the proposals will be as follows:

- 70% Bid Prices - the summation of all line items of equipment and administrative fees contained in the "extended total" column of the bid form proposal.
- 15% Previous Work Performed for the City - the overall grade given for work based on such things as quality, cost, responsiveness, schedule, etc.
- 10% Emergency Repair Experience – the past performance of the contractor to respond to various emergency situations. Bidder will summarize past repair experience within the past 5 years and will describe past ability to respond during off-hours.
- 5% References – 2 to 3 sources (individuals or municipalities).

Space is provided below the bid form for the bidder to provide written or typed information for the required evaluation information.

A bid bond or certified check for five percent of the total bid amount must accompany each bid. The successful bidder will be required to furnish an indemnity bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri.

Payment for this project will be made to the contractor in cash.

The City of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

MARK BID ENVELOPES:
"2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR"

NOTE: A checklist is provided on the following page as an aid to the bidder.

Questions concerning the specifications and bidding procedures should be directed to Chris Parker at 417-624-0820, Ext 584.

BIDDER CHECKLIST / INSTRUCTIONS
FINAL CHECKLIST BEFORE SUBMITTING BID

☐ 1. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Joplin, 602 S. Main Street, Joplin Missouri. **Provide the contractor name and address on the outside of the envelope**.

☐ 2. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid

☐ 3. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.

☐ 4. For paper bids, submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

☐ 5. For paper bids, staple addenda to the bid, thus acknowledging receipt of said addenda. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

☐ 6. Include a copy of the Proposal, fully filled out with all unit prices and extended total prices.

☐ 7. Include a copy of signed anti-collusion form.

♦♦♦

2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR

SPECIAL PROVISIONS

A. Mobilizing

Qualified emergency repair contractors will be required to respond to City emergency calls within one (1) hour and be on site within two (2) hours, regardless of day of the week or time of day. Failure to respond to City staff and arrive on-site in a timely manner can result in disqualification of contractor for future emergency work.

No mobilization fee is paid on emergency repairs. All rates are paid the same regardless of time of day or day the week. No overtime will be paid for emergency repair work.

B. Quality of Work

All work performed must be guaranteed for one year, and shall conform to City of Joplin standard specifications.

The contractor is allowed to make permanent pavement repairs in alleys and residential streets, but not in arterial or collector streets. Thus, backfill requirements in paved areas are to be as follows:

- All ¾" clean rock shall be backfilled in 8" maximum lifts and mechanically compacted (tamped) with the bucket attached to a backhoe or excavator.
- in Arterial or Collector Streets:
    - Place 4" thick cold mix on top of ¾" clean rock backfill;
    - Submit a Utility Cut Permit Application for each cut, whether planned, or as an emergency. A submitted application will inform the City and its street restoration contractor of the need for a permanent repair. This application is available from Thomas Ross, Engineering Technician.
- in gravel alleys: 2" of base rock, on top of ¾" clean rock backfill;
- in all other alleys (asphalt or concrete alleys, or chip-and-sealed alleys), as well as, in Residential Streets, the contractor shall make a permanent pavement repair with 2 inches of compacted base rock under an 8-inch concrete cap over the trench, extending 12 inches on either side of the trench;

C. Equipment & Materials

The City will only pay for equipment authorized to be used, using the bid hourly rates indicated on the Bid Form submitted by the bidder. The Bid Form is the "equipment pricing sheet" and contains the contract's list of equipment which is pre-authorized for payment under this contract.

When initial contact is made for a work order, the Contractor and City staff will determine equipment to be used. If Contractor arrives with different equipment or additional equipment the City will not pay for that equipment. The City will not pay hourly rates for any authorized equipment or labor prior to arriving at the job site.

Material prices are to be agreed upon prior to the start of work. The pipe size and material should be known and the backfill, service connections, fittings, etc., should be easily determined. The contractor's material costs are reimbursable for quantities installed, along with an administrative fee for materials, as indicated by the bidder on the Bid Form Proposal. See the description of the bid price "Administrative Fee for Materials" for further information.

If, during the repair, it becomes necessary to bring additional equipment to the job site, the Contractor shall obtain authorization from City staff prior to mobilizing such equipment and using it, especially

if it is not included in the Bid Form. Authorized additional equipment can be included in the work order's pay request; charges for equipment not listed on the Bid Form Proposal shall be documented to the City's satisfaction on the pay request, along with the Administrative Fee.

The Bid Form Proposal contains a column of estimated quantities which are intended to show only the anticipated frequency of the various equipment being used. The City makes no guarantee that these quantities will be used in any given year or work order. These estimated quantities are also used to determine the low bidder, as part of the evaluation criteria explained elsewhere in this bid packet.

Unless otherwise stated, unit prices for equipment shall not include the operator's wages.

Explanation of Bid Prices (refer to the Bid Form Proposal):

1. Tool Van and/or Trailer – In general, this equipment bid rate is intended to offset the contractor's costs of fuel to and from the job site, cost of replacing tools, and vehicle wear and tear while working under this contract.
2. Backhoe – In general, this will be a versatile piece of equipment used to move materials next to the trench, including as a substitute for a loader.
3. Air Compressor and Hammer – In general, this equipment must attach to either a backhoe or either of the contract excavator sizes.
4. Excavator, Small – In general, this equipment will weigh between 6,000 and 18,000 pounds. Its primary anticipated use includes excavating average-depth trenches. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
5. Excavator, Medium – In general, this equipment will weigh between 18,000 and 30,000 pounds. Its primary anticipated use includes excavating trenches deeper than average-depth. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
6. Skid Steer – In general, this equipment will be used for cleanup work at job sites.
7. Skid Steer w/Harley Rake – In general, this equipment will be used for spreading dirt at job sites.
8. Dozer – In general, this equipment is used to clean or to reshape ditches associated with job sites. Bidders shall submit a description of the dozer he or she intends to utilize under this contract. Bidder shall bid the hourly rate for a dozer that provides between 90 and 219 horsepower and which weighs between 18,000 and 59,000 pounds. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
9. Dump Truck – In general, this equipment is used to deliver rock, gravel, soil and other similar materials to and from the job site. The Bidder should not propose to utilize a model whose size is not compatible with overgrown alleys or otherwise restricted sites. Bidder shall the supply a description of the proposed equipment (make, model, weight, horsepower, etc.).
10. Trench Box (Standard Depth) – In general, this is one of the primary means of maintaining a safe trench environment for the contractor and City personnel. It can be used as a substitute for shoring equipment. This bid item is for standard depth trenches.
11. Trench Box (Extra Depth Trench) – Similar to the standard depth trench box bid item, this is used to maintain safe working environments inside trenches of greater depths than what can be protected by a standard depth trench box.
12. Pressure Testing New Main – From time to time, it will be in the City's best interests to utilize this contract to install new runs of sewer (whether storm or sanitary), when, because time is of the essence, the City can extend sanitary sewer to new users to benefit their quality of life and the

environment. In such instances, new pipe and manholes (MHs) shall be tested per the City's standard specifications paragraphs 4100.3.10 (Gravity Pipe Tightness Testing).

- Note: Gravity Pipe Deflection Testing will also be required on new pipe runs exceeding 75 feet in length, per City standard specifications paragraph 4100.3.12, but will not be measured for payment.

13. Pipe Laser – In general, this equipment is used to assure that the pipe laying is done at a consistent slope on new pipe runs long enough to require a deflection test.
14. Vacuum Testing Manhole – From time to time, it will be in the City's best interests to utilize this contract to install new runs of sewer (whether storm or sanitary), when, because time is of the essence, the City can extend sanitary sewer to new users to benefit their quality of life and the environment. In such instances, new manholes (MHs) shall be tested per the City's standard specifications paragraphs 4300.3.5 (Manhole Testing). This test will be required under this contract on all new manholes installed, as well as, on any manhole repairs requiring a new barrel or cone section.
15. Walk Saw – In general, this equipment is needed only when the contractor must cut existing pavement in order to do the directed work. The limits of saw cutting shall be determined before any cuts are made.
    - If a subcontractor is needed to perform this specialized work, he or she must be OSHA certified; the Bidder's unit price shall include any labor costs from a sub-contractor for this work.
16. Administrative Fee for Equipment Rentals – This bid item is used to cover the contractor's cost for any pre-approved equipment for a particular job, for which there is no bid item in the Proposal. Examples include, but are not limited to, rental of bypass pumping equipment or a large excavator (> 30,000 pounds, for example). Recognizing the extra effort required to acquire such equipment, the City will allow the contractor to invoice the City for actual costs, plus an additional percentage for overhead and profit. The maximum markup that the Bidder is allowed for renting equipment is 15%.
    - If the Bidder happens to own equipment that would be paid for under this bid item, then the hourly rate for that equipment would be negotiated on a case-by-case basis with the City. Quotes from at least three (3) supply companies would be used to determine an average price against which the Bidder's proposed rate would be evaluated.
17. Administrative Fee for Materials – This bid item is used to cover the contractor's costs for materials, with an additional markup for overhead and profit. The maximum markup that the Bidder is allowed to utilize is 15%.
18. Operating Engineer – This bid item is the hourly rate the bidder will receive for this classification of labor, as described and established in the Annual Wage Order (AWO) governing this project. Jasper County's wage rates for this classification are higher than that of Newton County's. As such, Jasper County's prevailing hourly wage rate will be used as the minimum for this labor classification, for the duration of the contract.
19. Laborer – See the notes for Operating Engineer, above, which pertain to this classification, as well.

Intentionally not included in the Equipment list: Generally, items not included in the Bid Form Proposal are services that the City can obtain through other contractors or by its own staff. The contractor shall notify Public Works when services such as these examples are needed at the job site:

- Tree trimming equipment (bucket truck, chain saw, etc.);
- Pipe Bursting Equipment

D. Pay Requests

Subject to the materials and equipment authorized by City staff for any given repair work, said items will be invoiced back to the City accompanied by the invoice(s) received by the contractor for materials installed, as well as, any equipment rented for the job. Additionally, pay requests should include the following:

a) Indicate the County in which the work was performed, and list all equipment, personnel, operators, laborers, and materials as detailed line items with the corresponding unit and unit cost with extended cost and a total at the bottom.

b) A location sketch of the repair work must accompany each and every pay request, indicating the beginning and ending locations, based on a measured distance from a nearby manhole or other approved reference point. Additional required information may include material changes, trench width measurements, locations of property line clean-outs, etc., etc. Engineering and Public Works staff can assist, as time allows, with the location sketches.

c) A City-provided Certification for Payment form; this will be provided after the contract is awarded.

E. Qualifications

The Contractor is required to have 5 years of experience in municipal sewer construction and supply references from the last two years. Contractor shall have constructed a minimum of 10,000 feet of 8-inch or greater sanitary sewer and give a list of references for that construction.

F. Safety & Traffic Control

On arterial or collector streets, City staff will provide traffic control.

On all residential streets and alleys, the contractor will be required to follow Work Zone Safety Guidelines for barricades at the construction sites, as set forth in the Manual on Uniform Traffic control Devices (a copy of which can be obtained on the MoDOT web site). At his own cost, the contractor will be required to furnish a sufficient number of barricades, cones, and signs in good condition to adequately protect the traveling public, as well as, the contractor, City personnel, and the work in progress. All barricades must comply with existing ordinances, i.e. working flashers, reflective tape or paint, etc., with particular attention being paid to the appearance of the barricades.

Failure to properly barricade work zones will be enforced, per code, by the City of Joplin Police Department, with fines and court costs being assessed. If City staff are called out to a construction site due to improperly barricaded sites, the contractor will be assessed a negligence fee in the amount of $250.

G. Terms and Conditions

The initial Agreement shall be for a period of two years. If agreeable to both parties, the Agreement may be extended one additional year at the same unit prices. All other conditions of the Agreement will remain unchanged.

Either party may terminate its obligations under this bid upon 30 days written notice. The contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

The contractor shall not assign his/her interest in or obligation under this bid to another party, without the specific written consent of the City.

The contractor shall be licensed and bonded to do business in the City of Joplin.

The contractor agrees that in carrying out the provisions of this bid, he/she will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin or ancestry, religion, disability, or political opinion or affiliation.

The contractor shall be fully insured, ~~and a copy of his/her policy shall be included with the bid package~~.

The City shall not be liable to the contractor for special, indirect, or consequential damages except those caused by the City's negligence or willful or wonton misconduct arising out of, or in any way connected with, a breach of the conditions of this bid. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this bid.

The contractor shall defend, indemnify, and save harmless the City from and against any and all liability, suits, claims, damages, cost (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of, or connected with the services provided in this bid notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of the City, its agents, or employees.

DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR

In the City of Joplin, Missouri, according to the general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on the **26th day of January, 2021 at 11:00 a.m.** at the following prices to-wit:

Item No. & Description	***Unit***	***Unit Price ($/hr. or %)***	***Estimated Quantity (Hrs.)***	***EXTENDED TOTAL ($ in Numeric Format)***
1. Tool Van or Trailer	$/hr	$	75	$
2. Backhoe	$/hr	$	40	$
3. Air Compressor and Hammer	$/hr	$	10	$
4. Excavator, Small	$/hr	$	40	$
5. Excavator, Medium	$/hr	$	20	$
6. Skid Steer	$/hr	$	30	$
7. Skid Steer w/Harley Rake	$/hr	$	10	$
8. Dozer	$/hr	$	10	$
9. Dump Truck	$/hr	$	30	$
10. Trench Box (Standard Depth)	$/hr	$	80	$
11. Trench Box (Extra Depth Trench)	$/hr	$	30	$
12. Pressure Testing New Main Piping	$/hr	$	10	$
13. Pipe Laser	$/hr	$	10	$
14. Vacuum Testing of Manhole	$/hr	$	50	$
15. Walk Saw	$/hr	$	25	$
16. Administrative Fee for Equipment Rentals	%	(+) _____ %	10	$

17. Administrative Fee for Materials	%	(+) _____ %	100	$
18. Operating Engineer	$/hr	$	100	$
19. Laborer	$/hr	$	90	$
TOTAL BID AMOUNT =				**$**_____

PROPOSAL INFORMATION SUPPLIED BY BIDDER: To assist the City in evaluating the qualifications of the bidder, the following information is needed, as described in the INSTRUCTIONS TO BIDDERS:

Emergency Repair Experience – the past performance of the contractor to respond to various emergency situations. Bidder will summarize past repair experience within the past 5 years and will describe past ability to respond during off-hours.

_____

_____

_____

_____

_____

References – Provide 2 to 3 references (individuals or municipalities) for which the Bidder has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, firm, address, email address, telephone numbers, and a summary and date of the services provided, along with which services pertain to that reference.

1. _____

_____

2. _____

_____

3. _____

_____

The undersigned agrees to enter into a contract within ten (10) days from Notice of Award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed. Should the undersigned fail to complete the work within the allowed time frame, a penalty per calendar day thereafter shall be instituted, as indicated in the Agreement between the City of Joplin and the contractor, the amount to be deducted from the contract

price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees.

In the event of the failure of the undersigned to enter into such contract within the stipulated timeframe mentioned above, then the deposit or certified check of five percent (5%) of the total bid amount as surety is therefore forfeited to the City of Joplin.

Dated this _____ day of _____, 2021.

Company _____

Complete Address _____

_____

By (signature) _____

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: Chris Parker, P.E.		Attention:	
Department: PUBLIC WORKS/ENGINEERING		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:

2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR

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 730 calendar days (2 years) 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 maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 the amount of Twenty-Five Thousand ($25,000.00) 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 $____ 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. Proposal

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: _____

David Hertzberg, Public Works Director