GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS

LOWER REACH

CITY OF JOPLIN, MO

602 S. MAIN STREET
JOPLIN, MO 64801

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CITY OF JOPLIN

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NOTICE TO CONTRACTORS

Notice is hereby given that the Director of Public Works of the City of Joplin, Missouri, will accept sealed bids for the following improvements in the City of Joplin, Missouri:

GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS – LOWER REACH

Replacement of approximately 8,700 linear feet of gravity sewer, ranging from 8" to 36", including manholes, pavement removal and replacement, concrete encasement, casing pipe and restoration. Project shall include open cut trenching and roadway bore installation.

Copies of the plans and specifications are on file and may be examined on the City's website. **Sealed bids must be in the hands of said Director of Public Works before 10:00 a.m. on the 21st day of February 21, 2024**. Bids will be opened and read aloud by the Director of Public Works in the 4th floor Engineering Conference Room at that time. **A mandatory pre-bid meeting will take place on February 10, 2024, starting at 10:00 a.m in the 4th floor engineering conference room at City Hall.**

Specifications will follow current City Standards. These standards can be downloaded online by clicking on the link at the bottom of the page at: https://www.joplinmo.org/ or a copy may be viewed in person at 602 S. Main Street, 4th floor.

Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards Form LS-57 to report all wages.

Missouri Law, 292.675 RSMO, requires the awarded contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and industrial relations as a qualified substitute) for their on-site employees (Laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement), The awarded contractors and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Joplin in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO

The successful bidder will have to sign an agreement that they are enrolled and participating in 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, and will provide an Affidavit of Compliance to the City stating the same.

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

A bid bond 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. The Director of Public Works reserves the right to reject any or all bids.

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.

BIDDER CHECKLIST

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, MO. **Provide the Bidder name, address, number, county, route and project name and number 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.

3. Acknowledge the receipt of addenda on Bid Form (Note: The "BID FORM" and "ITEMIZED BID FORM" are one document and shall be submitted together). The addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

4. For paper bids submit the provided 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 in the appropriate part of the bid. 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)

****

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

1. Not signing the bid
2. Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
3. Not providing a bid bond
4. Using pencil to fill out the bid
5. Using white out to make corrections to the itemized bid sheets
6. Not initialing changes made

****

All questions concerning the bid document preparation can be directed to the Engineer, Olsson, Inc. – Shaun McConnaughey, PE at smcconnaughey@olsson.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Joplin, MO at (417) 624-0820 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

   The City of Joplin (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The envelopes containing the bids must be sealed, addressed to the City of Joplin, 602 S. Main Street, Joplin, Missouri and designated as bid for **GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS – LOWER REACH.**

   The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities 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 **ninety (90)** days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the required BID form, included as part of these specifications, and accompanied by:

   A. Acknowledgement of receipt of all addenda issued (if any).

   B. a bid bond payable to the Owner for five percent (5%) of the total amount of the bid.

   C. A copy of the signed Anti-Collusion form.

   All blank spaces for bid prices must be filled in, in ink or typewritten, in figures, and the foregoing Certifications must be fully completed and executed when submitted.

3. Pre-Bid Meeting: **See Notice to Contractors for any pertinent information**.
4. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract must be acceptable to the procurer.

5. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

6. Method of Bidding: The Owner invites the following bid(s): Unit Price submission for the project in compliance with project drawings, specifications and contract documents. The OWNER reserves the right to add or subtract quantities from the Project Contract at the Unit Prices submitted, as necessary.

7. Qualifications of Bidder: 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 contract and to complete the work contemplated therein. Conditional bids will not be accepted.

8. Bid Security: 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 all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. 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.

9. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within THREE HUNDRED (300) consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

11. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

    Every request for such interpretation should be emailed to Project Engineer and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Interpretations, supplemental instructions or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addenda to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the data fixed for the opening of bids. Questions received less than (5) days prior to the date for opening of bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance: Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

    A. Inspection and testing of materials.

    B. Insurance requirements.

C. Wage rates.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable state wage rates for this contract are detailed in "Annual Wage Order 30", that is attached to this bidding document. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

D. Stated allowances.

16. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

17. Method of Award:

A. Lowest Qualified Bidder

The contract is typically awarded based on the lowest qualified bidder's Total Contract Bid Amount, provided that it does not exceed the amount of funds then estimated by the Owner as available to finance the contract. The Total Contract Bid Amount shall be defined as the Total Base Bid Amount plus the total bid amount for each Alternate chosen. Furthermore, award of the contract shall be in conformance with the City's Procurement Policy, which is typically based upon the lowest responsive, responsible bid submitted for the Total Contract Bid Amount.

B. Local Vendor Preference

However, local vendor exceptions may be allowed, as outlined in the City's Procurement Policy, sections of which are replicated below for reference:

a. Local Vendors:

i. 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.

ii. 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.

iii. 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.

b. Modification to Agreement in the Bid Documents

i. If the contractor is awarded the bid utilizing the local subcontractors as defined above in the City's local preference policy, Section 23 of the City's construction agreement will be replaced in its entirety as follows:

Section 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. Contractor shall utilize local subcontractors for the value of the total work performed under this Contract as set forth in the bid and in reliance on the local preference policy. In the event that Contractor does not meet this local preference requirement by using subcontractors for the percentage of work defined in the bid relative to the local preference policy, it shall be liable for damages to the City in the amount of five percent (5%) of the Total Contract Bid Amount, as defined above in paragraph 17.(A).

18. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.

A. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation if a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

19. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

    A. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
    B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
    C. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

20. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (l 0) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to procure documentation or be subject to removal from the project.

21. Contractor's Responsibility for Subcontractors:

    A. 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.
    B. 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.
    C. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

22. Antidiscrimination: The Contracting Authority hereby notifies all bidders that it will affirmatively ensure that in any contract entered in pursuant to this advertisement, business owned and controlled by socially and economically disadvantaged individuals 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, religion, creed sex, age, ancestry, or national origin in consideration for an award.

23. Lead Contaminated Materials: As of January 1, 2023, the City no longer pays for contaminated materials to be hauled to specific repository sites. If a contractor requests the City to test excavated materials for heavy metals concentrations, City staff will provide that testing free of charge, based on availability of the City's XRF gun. (The City will endeavor to respond immediately to the job site, so as not to cause delays to the contractor's work.) If such testing yields a determination that the concentration levels of heavy metals (lead, zinc, cadmium, etc.) exceeds acceptable limits, then the contractor shall be responsible for properly disposing of said materials at a site chosen by the contractor. Proper disposal of such materials means to either cap the material with clay, or to blend it with non-contaminated soils such that the resultant concentration is lower than acceptable limits. If the contractor elects to cap contaminated soils on another site, the thickness of the clay cap is dependent upon the likely use of the site.

BID FORM

CITY OF JOPLIN GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS
LOWER REACH

TO: DIRECTOR OF PUBLIC WORKS

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with City of Joplin, MO in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Bid Form, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of City of Joplin, MO Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.
2. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
3. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
4. BIDDER is aware of the general nature of Work to be performed by City of Joplin, MO and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
6. BIDDER has given CITY OF JOPLIN written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY OF JOPLIN is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over City of Joplin, MO.

BIDDER will complete all work on the described project for the City of Joplin, MO in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the City of Joplin, MO to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the City of Joplin, MO to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Joplin, MO or any of its boards or agencies, and that no salaried officer or employee of the City of Joplin, MO has any financial interest, direct or indirect, in this Contract. The City of Joplin, MO will award the bid to the lowest, responsive, responsible bidder.

Note 6 The City of Joplin, MO will award the bid based on the base bid. Priority of consideration will be based upon the bids received in the following priority of consideration:

- Base Bid
- Base Bid + (Alternate 1, Alternate 2… Alternate X)

Alternates will be awarded in cumulative numerical order presented. No alternate will be awarded out of order. The Owner reserves the right to award the bid based upon priorities scheduled above that fall within the financial constraints of the project.

Note 7 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

CONTRACTOR INFORMATION

Contractor:_____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Total Base Bid: Proposal for the Construction of Joplin, MO GLENDALE PARALLEL INTERCEPTOR IMPROVEMENTS – LOWER REACH (to agree with the "ITEMIZED BID FORM")

$_____(in numbers)

$
_____(
in words)

(In case of discrepancy, the amount shown in words will govern)

Contractors acknowledges receipt of Addenda No(s):_____

Signature: _____

Title: _____

Date: _____

ITEM DESCRIPTION			QTY	UNIT	UNIT COST	COST
SCHEDULE A - GENERAL (BASE BID)						
A	1	MOBILIZATION	LS	1		
A	2	CONTRACTOR CONSTRUCTION STAKING	LS	1		
SCHEDULE B - DEMOLITION (BASE BID)						
B	1	CLEARING AND GRUBBING	LS	1		
B	2	REMOVAL OF IMPROVEMENTS	LS	1		
B	3	PAVEMENT REMOVAL	SY	1,610		
B	4	SAW CUT	LF	1,400		
SCHEDULE C - EROSION CONTROL (BASE BID)						
C	1	EROSION & SEDIMENT CONTROL	LS	1		
C	2	SEEDING, FERTALIZING & MULCHING	LS	1		
SCHEDULE D - SANITARY SEWER (BASE BID)						
D	1	JACK AND BORE UNDER STREETS (28" DIA.)	LF	250		
D	2	JACK AND BORE UNDER STREETS (30" DIA.)	LF	60		
		36" DIA. DEEP PIPE				
D	3	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	40		
D	4	6'-8' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	160		
D	5	8'-10' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	150		
D	6	10'-12 DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	100		
D	7	12'-14' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	30		
		30" DIA. DEEP PIPE				
D	8	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	300		
D	9	6'-8' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	138		
D	10	10'-12 DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	91		
D	11	12'-14' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	194		
D	12	14' PLUS DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	136		
		21" DIA. DEEP PIPE				
D	13	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	2,299		
D	14	6'-8' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	1,284		
D	15	8'-10' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	286		
D	16	10'-12 DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	31		
D	17	12'-14' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	36		

SCHEDULE D (CONT.) - SANITARY SEWER (BASE BID)						
ITEM DESCRIPTION			QTY	UNIT	UNIT COST	COST
		18" DIA. DEEP PIPE				
D	18	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	890		
D	19	6'-8' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	1,568		
D	20	8'-10' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	574		
D	21	10'-12 DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	79		
D	22	12'-14' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	23		
D	23	14' PLUS DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	193		
		10" DIA. DEEP PIPE				
D	24	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	4		
		8" DIA. DEEP PIPE				
D	25	0'-6' DEEP TRENCH & BACKFILL GRAVITY SEWER PIPE	LF	6		
D	26	TYPE 1, 60" DIA. MANHOLE EXTRA DEPTH	VF	54		
D	27	TYPE 1, 60" EXTERNAL DROP MANHOLE	EA	1		
D	28	TYPE 1, 48" DIA. MANHOLE	EA	12		
D	29	TYPE 1, 48" DIA. MANHOLE EXTRA DEPTH	VF	40		
D	30	28" DR 11 HDPE CASING PIPE	LF	246		
D	31	30" DR 11 HDPE CASING PIPE	LF	60		
D	32	CONCRETE ENCASEMENT	LF	275		
D	33	36" DIA. PS46 PVC GRAVITY SEWER PIPE AND BEDDING	LF	461		
D	34	30" DIA. PS46 PVC GRAVITY SEWER PIPE AND BEDDING	LF	859		
D	35	21" DIA. PS46 PVC GRAVITY SEWER PIPE AND BEDDING	LF	3,936		
D	36	18" DIA. PS46 PVC GRAVITY SEWER PIPE AND BEDDING	LF	3,327		
D	37	10" DIA. SDR 26 PVC GRAVITY SEWER PIPE AND BEDDING	LF	4		
D	38	8" DIA. SDR 26 PVC GRAVITY SEWER PIPE AND BEDDING	LF	6		
D	39	HYDROSTATIC TESTING OF TYPE 1, 48" DIA. MANHOLES	EA	20		
D	40	HYDROSTATIC TESTING OF TYPE 1, 60" DIA. MANHOLES	EA	30		
D	41	ABANDONMENT OF 48" MANHOLES UNDER TURF	EA	7		
D	42	ABANDONMENT OF 48" MANHOLES UNDER PAVEMENT	EA	3		
D	43	RECONNECTION OF EXISTING 4" DIA. SEWER SERVICE LAT. L	EA	2		
D	44	RECONNECTION OF EXISTING 8" DIA. SEWER LINE	EA	12		
D	45	RECONNECTION OF EXISTING 10" DIA. SEWER LINE	EA	5		
D	46	RECONNECTION OF EXISTING 15" DIA. SEWER LINE	EA	3		
D	47	RECONNECTION OF EXISTING 18" DIA. SEWER LINE	EA	4		
D	48	RECONNECTION OF EXISTING 21" DIA. SEWER LINE	EA	1		
D	49	RECONNECTION TO EXISTING STRUCTURE	EA	6		

ITEM DESCRIPTION			QTY	UNIT	UNIT COST	COST
SCHEDULE E - PAVEMENT (BASE BID)						
E	1	ASPHALT PAVEMENT REPAIR & REPLACEMENT	SY	1,700		
E	2	ASPHALT PAVEMENT OVERLAY	SY	120		
SCHEDULE F - TRAFFIC CONTROL (BASE BID)						
F	1	LOCAL TRAFFIC CONTROL	LS	1		
F	2	MODOT TRAFFIC CONTROL	DAYS	15		

Total Base Bid

($) **$**

(Write Out In Words) (Figures)

ITEM DESCRIPTION			QTY	UNIT	UNIT COST	COST
SCHEDULE A1 - JACKSON AVE. ENTRANCES (ALTERNATE 1)						
A1	1	CRUSHED STONE PAVEMENT REPAIR & REPLACMENT	LF	112		
A1	2	SMOOTH STRAND WIRE FENCE	LF	204		
A1	3	12' GATES	EA	6		

Total Alternate 1 Bid

($) **$**

(Write Out In Words) (Figures)

BID BOND

PLACEHOLDER

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____being first duly sworn, deposes and says that he is

_____

(Title of Person Signing)

Of _____

_____

Name of Bidder

That all statements made and facts set out in the proposal for the above project are true and correct: and the bidder (The person, firm, association or corporation make 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 the said bid or any contact 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 _____

AFFIDAVIT OF COMPLIANCE

Section 285.530.2

State of Missouri)
) ss
County of_____)

Now this_____day of _____, 20_____, the undersigned, being first duly sworn, deposes and says:

- I am more than 18 years of age.
- I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations

  Director of_____.
  (Name of Corporation, LLC, Sole Proprietorship, or Partnership)

- I am authorized to make this affidavit on behalf of_____.
  (Name of Business Entity, Same as Above)
- I state and affirm that_____is enrolled and is currently
  (Name of Business Entity, Same as Above)
  participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- Further, _____does not knowingly employ any person
  (Name of Business Entity, Same as Above)
  who is unauthorized alien.
- Further, _____has performed an electronic verification
  (Name of Business Entity, Same as Above)
  check as described above on all workers hired since January 1, 2009, or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.
- Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____
(Authorized Agent, Partner, Owner, or Officer)

If business has a Human Relations Director or equivalent, that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____

(Human Relations Director)

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo, Supp. 2008.

FURTHER, THE AFFIANT SAYETH NOT

_____

(Signature)

On this_____day of_____in the year 20_____, before me,

a Notary Public in and for said State, personally appeared_____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

_____

(Notary Public)

My Commission Expires: _____

SUBCONTRACTOR DISCLOSURE FORM

SUBCONTRACTOR DISCLOSURE FORM: The bidder shall submit with this bid any subcontracts without limitation on the contract amount or subcontract amount in accordance with Sec 102 as follows:

List below the name of each subcontractor that will be furnishing labor or labor and materials, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthwork, bridges…) and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

If the information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with the Contracting Authority on or before 4:00 p.m. of the third business day after the bid opening date, directly to Director of Public Works, 602 S Main Street, Joplin, MO 64801. Telefax transmittal to Director of Public Works will be permitted at fax no.(417) 625-4738. The complete signed original documents do not need to be mailed to the City of Joplin, but the bidder shall have it available if requested by the City of Joplin.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	DOLLAR VALUE of SUBCONTRACT	CATEGORY OF WORK

Company Date By (Signature) Title

By (Please Print name of person signing)

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: City of Joplin Glendale Parallel Interceptor Improvements – Lower Reach
County: Newton

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

- Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

- Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.

- Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:_____

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60- 1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company: _____

By:_____

Date:_____

Title: _____

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:

Glendale Parallel Interceptor Improvements – Lower Reach

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 300 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 $1,000.00 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. 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: _____

Daniel Johnson, P.E.
Public Works Director

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Contractor:

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
620 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of XXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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:

Glendale Parallel Interceptor Improvements – Lower Reach

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, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL 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 same shall in any way 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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract

not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

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.

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Contractor:

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of XXXXXXXXXXXXXXXXXX and no/100 Dollars ($XXX,000.00)in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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:

Glendale Parallel Interceptor Improvements – Lower Reach

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 extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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 way 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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
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 the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20____. By _____

_____ By _____

Director of Finance (Title)

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.

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are 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, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) _____and I am the _____(Title)

_____of _____(Company Name) _____.
I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

CERTIFICATION FOR PAYMENT

Project: Glendale Parallel Interceptor Improvements – Lower Reach

CONTRACTOR

APPLICATION NO:
PERIOD FROM:
PERIOD TO:

CURRENT PAYMENT REQUESTED BY CONTRACTOR

AMOUNT CERTIFIED

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Contractor certifies that the work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents and is entitled to payment of the AMOUNT CERTIFIED.

CONTRACTOR

BY _____

CITY OF JOPLIN, MISSOURI

_____
INSPECTOR

_____
PROJECT MANAGER

_____
ASSISTANT PUBLIC WORKS DIRECTOR

_____
DIRECTOR OF PLANNING AND ZONING

_____
PUBLIC WORKS DIRECTOR

DETAILED REQUEST MUST ACCOMPANY THIS CERTIFICATION

DATE_____

1.	Original contract amount		$	
2.	Net Change Orders (+ or -)		$	
3.	Current Contract Price		$	
4.	Total Completed and stored to date:		$	
5.	Retainage (per agreement)			
5.1	5% of Line 4	$		
5.2	5% of stored material	$_____		
6.	Total completed and stored to date less retainage		$	
7.	Less Previous Payments		$	0.00
8.	**DUE THIS APPLICATION**		$	

Accounting Information Only:

_____ Engineering Fee
_____Release Prior Retainage

FINAL WAIVER OF LIEN

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)_____ owned by

(13)_____ 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)_____

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 sub-contractor 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. Amt. Paid prior to this draw

16. If material delivered to site by a material supplier, 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.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 073
NEWTON 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 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$27.82
Boilermaker	$28.27*
Bricklayer	$50.94
Carpenter	$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$34.46
Plasterer	
Communications Technician	$28.27*
Electrician (Inside Wireman)	$47.04
Electrician Outside Lineman	$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$28.27*
Glazier	$28.27*
Ironworker	$28.27*
Laborer	$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$28.27*
Plumber	$49.13
Pipe Fitter	
Roofer	$41.52
Sheet Metal Worker	$49.42
Sprinkler Fitter	$28.27*
Truck Driver	$28.27*
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.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$28.27*
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.

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.

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 575.050, or 575.060, RSMo.

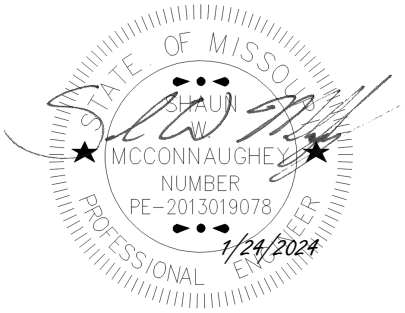
_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.
My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

JOB SPECIAL PROVISIONS



JOB SPECIAL PROVISION JSP-0400-01
GENERAL JOB SPECIAL PROVISIONS

1.0 PROJECT DESCRIPTION

The Glendale Parallel Interceptor extends from the Twin Equalization Basins, located south of Freeman West to the east side of the intersection of Finley Ave and 34th Street. The project is currently planned for three separate phases. The Lower Reach Phase of this contract extends from the start of the Interceptor near Tin Cup Creek at the Twin Equalization Basins, west of Jackson Ave and continues east to Indiana Ave near 36th Street. The original line west of Main Street will be replaced in the same location. The parallel lines from Main Street to Indiana Ave. will be combined into a single gravity sewer main within the existing easement. The other lines will be abandoned in place as per City of Joplin Standards. Branch lines may need to be extended at the existing grades into the proposed manholes.

2.0 COORDINATION OF CONTRACT DOCUMENTS

The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

(a) Agreement
(b) Job Special Provisions
(c) General Conditions
(d) Project Specific Drawings
(e) Special Provisions to City of Joplin, Standard Specifications
(f) City of Joplin, Standard Specifications
(g) Standard Drawings
(h) Bid Items or Quantities
(i) All other sections of the contract documents

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission non-compensable and any delay non-excusable.

3.0 PROJECT ACCESS

3.1 EASEMENTS

The existing utility easements shall be utilized to access the project from the public roadways. Contractors may obtain written authorization from adjacent property owners to access the project. Copies of these authorizations shall be provided to the Owner/ Engineer.

3.2 CONSTRUCTION ENTRANCE

Two permanent Construction Entrances from Jackson Ave are anticipated pending landowner approval and ingress easement acquisition. Contractors shall be notified on the status of these acquisitions.

4.0 CONSTRUCTION VIDEO AND PHOTOGRAPHY

4.1 SCOPE

Furnish all labor, materials and equipment necessary to provide high quality color digital audio/video recording and digital photographs of the Project site surface conditions as specified herein. Furnish to the Engineer an original and one copy of a continuous high quality color audio/video recording of surface conditions along the entire route of the proposed Work.

The video recording and photographs shall be taken:

- Prior to any construction activity.
- After completion of all construction activities.

The Engineer reserves the right to reject recordings and digital photographs which do not conform to the project specifications. This includes, but is not limited to, poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording or digital photographs rejected by the Engineer will be re-recorded/re-photographed at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio/video recording(s) and photographs.

4.2 CONSTRUCTION REQUIREMENTS

The Contractor shall submit the required photos and video prior to the issuance of a Notice to Proceed, during construction as directed by the Engineer, and immediately prior to acceptance of the project. Final payment for the project will not occur until the Contractor has completed this item.

4.2.1 Color Audio/Video and Digital Photography Survey

(1) Coverage shall include, but not be limited to, all existing roadways and access roads, sidewalks, fences, curbs, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.

(2) All filming or photography will be done during daylight hours. No filming or photography shall be performed if weather is not acceptable, such as rain, fog, snow, etc.

(3) It is the intent of this coverage to accurately and clearly document and define pre-existing, post-construction and/or construction conditions to minimize potential construction claims. Physically mark the excavation areas with highly visible fluorescent paint prior to audio/video recording and

photography. The markings shall include stationing information.

(4) The Engineer will have the opportunity to accompany the videographer/photographer.

(5) Sufficient time will be allowed for the Engineer to review the Audio/Video recording and the digital photographs prior to construction.

(6) If the audio-video recording does not include the structures, facilities, trees, vegetation, landscaping, and amenities located in and along the project site, work sites, and adjacent properties and structures, and also on and along access to the project site or its condition or is not adequate to clearly demonstrate the condition, then contractor shall be responsible for the restoration, remediation and/or replacement of any alleged damage at contractor's cost without additional compensation or time granted by the Owner.

4.2.2 Audio and Color Video Recording [Viewable on Windows media]

(1) Audio/Video recordings shall be commercial grade in a standard write protected format. Video system shall have capability of producing hard copy prints of selected individual still frames. Video may be captured originally in Digital Video format and shall be formatted to be played in the Standard Install Windows Media player.

(2) Video recordings shall be divided into multiple segments, and a field log listing those segments shall be provided with the original recordings. A visual recording of the field notes and log (listing the videotape segments) shall be included at the end of each respective original recording tape. Items to note on the field log include, but are not limited too, the tract number, street or road viewed, filming start- and stop-times, side (of street) being viewed, point starting from, traveling direction and ending destination point. Written documentation must coincide with the information on the disk so as to make easy retrieval of locations sought for at a later date. All original video field notes and logs (signed by the photographer) shall be released to the Engineer.

(3) Audio/Video recordings shall begin with a verbal description of the current date and time, the Owner's name, Project or Contract name and number, Contractor's name, and location information such as street name, direction of travel, viewing side, etc. Translucent information consisting of the month, day, year and time of recording must appear on the viewing screen on all video recordings, by electronic means. Information appearing must be continuous and run simultaneously by the computer generated translucent digital information. No editing or overlaying of information at a later date will be acceptable.

(4) Audio shall be recorded at the same time as the video recording and provide the same information as on the video log sheet. Recordings shall include "continuous" narration

identifying the viewing direction, street address or station number location, direction of progress, description of features and the existing condition of improvements or damage within the zone of influence shown on the viewing screen. Identify houses and buildings by house number, when visible, in such a manner that structures of the proposed construction, (i.e. manholes, etc.) can be located by reference. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.

(5) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of filming.

(6) The rate of speed in the general direction of travel during the recording shall not exceed 100 feet per minute. Panning rates and zoom-in and zoom-out rates shall be controlled sufficiently such that during playback, the picture shall be in focus and maintain clarity at all times.

(7) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such objects in residential areas, or as directed by the Owner's Representative.

(8) Engineering station numbers recorded, if applicable, must be continuous, be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

(9) All recordings shall include the following information:
   a. Disk Number
   b. Owner's Name
   c. Date of Recording
   d. Project Name and Number
   e. Location of Recording

4.2.3 Digital Photography

(1) Photographs shall be captured on digital camera equipment with at least 6-mp memory and delivered on flash drive or portable hard drive. Original digital image files shall have dimensions of 1500 x 2100 pixels or greater and delivered in TIFF format or JPEG format WITHOUT added compression. Each image must be assigned a unique filename that includes the date of photography.

(2) Each digital image file must be delivered with matching descriptive information that accurately describes the direction and location of the individual photograph, plus notation of any noteworthy damage that is not readily visible in the image. This information may not be provided as the (editable) image filename but must be delivered in a permanent form.

(3) Sufficient digital photographs shall be taken to document existing features such as roadways, sidewalks, fences, curbings, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, subdivision monuments, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.
(4) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of taking photographs.
(5) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such objects in residential areas, or as directed by the Owner's Representative.
(6) Engineering station numbers recorded (in the image or as a descriptor), if applicable, must be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

4.3 MEASUREMENT AND PAYMENT

The Engineer will not measure the specified work for separate payment.

Payment for the audio/video recordings and photographs shall be subsidiary to the other contract items.

5.0 CONSTRUCTION SCHEDULE

5.1 SCOPE

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The Engineer reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

5.2 GENERAL REQUIREMENTS

A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the

work, for reporting progress, and requesting payment for work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached.

5.3 SCHEDULE REQUIREMENTS

The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as Critical Path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As work progresses, Contractor shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

The CPM schedule shall include pre-construction tasks, construction tasks (bid items), shop drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punchlist, inspection coordination activities, utility relocation, final inspection and certificate of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

Contractor shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of GANTT chart and mathematical analysis within 10 days of the executed contract. Allow 5 days for the Engineer to review. Contractor shall submit the schedule of submittal activities extracted from the master schedule within 10 days after receipt of Notice to Proceed. During the preparation period, Contractor shall review this information with the Engineer.

Submittals to the Engineer of initial and monthly CPM schedule charts shall include three sets of all reports as outlined below. Plots shall be color, blueline, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

The Contractor will participate in the Engineer's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary due to review within 5 days after the review. Contractor and major Subcontractors shall review the network CPM schedule before final submittal.

5.4 REPORT FORMATS

Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

- Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, latest end date, total slack or float time in calendar days and current schedule bar in Gantt view.

- Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

5.4.1 Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.

5.4.2 On each page include a title block containing the following minimum information;

a. Project Title
b. Project Number
c. Contractor's Business Name
d. Date of Submittal and Revision (The Date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date)
e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.

5.4.3 Prepare and submit to the Engineer upon request additional charts, reports, and current digital copy of the project schedule.

5.5 CPM SCHEDULE IMPLEMENTATION AND MOTITORING

Monthly CPM schedule charts and reports shall accompany the Contractor's pay request for work completed. Where the Contractor is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the Engineer, upon failure to maintain scheduled progress of the work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the project, not to the Contractor or to the Engineer, and may be utilized by both parties.

5.6 SCHEDULE CHANGES AND UPDATES

At a minimum the Contractor shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the Engineer. Monthly submittal of the CPM schedule and approval by the Engineer is required prior to payment for work completed. Activities added to the CPM schedule shall

be submitted by the Contractor on schedule charts. It is the Engineer's intent that the project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the contract documents.

Once the CPM schedule is submitted and approved by the Engineer the Contractor shall identify any modifications to activity durations, logic, values, or descriptions resubmit for approval. Such adjustments shall not impact the contracted completion date.

5.7 MEASUREMENT AND PAYMENT

No measurement or payment will be made for this item. This item shall be subsidiary to other bid items.

JOB SPECIAL PROVISION JSP-0400-02
UTILITY COORDINATION

1.0 UTILITY COORDINATION

1.1 SCOPE

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

1.2 STATUS OF UTILITIES

With the proposed improvements being placed back in the location of the existing sanitary sewer, no utility conflicts are anticipated. There is an existing gas utility along Indiana Ave that was not shown during locates and no potholing data has been provided by the utility owner.

1.3 MEASUREMENT AND PAYMENT

This work shall be considered subsidiary to other items of work. No additional payment will be allowed for delays caused by utility delays. Additional time will be considered for delays caused by utility conflicts that exceed the schedules listed in this special provision.

JOB SPECIAL PROVISION JSP-0400-03
MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings, and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City Street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following table. The Percent of Original Contract Completed = the amount earned by the Contractor divided by the total dollar value of the original contract (all bid items). The amount earned by the Contractor shall not include monies earned for Mobilization, Contractor Construction Staking, or Stored Materials.

MOBILIZATION PARTIAL PAYMENTS		
Percent of Original Contract Amount Completed	**Pay Lesser of the Two**	
	% of Mobilization	**% of Original Contract Amount**
5	25	2.5
10	50	5
25	60	7.5
50	100	10
Accepted	100	N/A

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-0400-04
CONTRACTOR FURNISHED CONSTRUCTION STAKING AND SURVEYING

1.0 SCOPE

This item shall consist of the work required for the Contractor to furnish all construction staking and surveying in accordance with Section 0400.39 of the current approved City of Joplin Standard Specifications.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Contractor Furnished Construction Staking and Surveying" will be at the contract lump sum price in accordance with the following table. The lump sum price set forth in the bid schedule shall include full compensation for all labor, materials and equipment required to survey, stake, coordinate with contractors, coordination, mileage, expenses, rental fees, permits and all other work items incidental thereto including incidentals necessary to complete the project in accordance with the plans.

CONSTRUCTION STAKING AND SURVEYING PAYMENT SCHEDULE	
Percent of Original Contract Amount Completed	**Percent of Bid Item Paid**
Work Started	25%
5%	40%
25%	60%
50%	80%
70%	95%
All field books, As-Built Construction Plans, and Records have been submitted to the City	100%

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-1100-02
DEMOLITION & REMOVAL

1.0 SCOPE

Demolition & Removal shall be in accordance with Section 1100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 MEASUREMENT

No separate measurement will be made for Demolition & Removal.

3.0 PAYMENT

Payment for “Demolition & Removal” shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, materials, and the performance of all work necessary to complete demolition and removal for the completion of the Work.

JOB SPECIAL PROVISION JSP-2307-01
FENCING

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, FENCING shall be constructed in accordance with the plans and Sections 2307 of City of Joplin Standard Specifications except as otherwise modified herein.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

2.1 FENCING

A. Smooth wire shall be galvanized, zinc-coated meeting ASTM A121 requirements, Class 2, or aluminum coated meeting ASTM A585 requirements, two 12-1/2 gage steel wire.

B. All wood posts and wood braces used for fencing shall comply with the latest requirements of AWPA Standard C14 for ground contact. Wood posts shall be pressure-treated with waterborne preservatives in accordance with AWPA Standard C2, with a retention requirement of 0.40 pcf for soil contact use. Previously unused, new or seasoned hedge posts may be approved by the SMU provided hedge posts have solid ends and are of comparable dimensions as those specified herein or as shown on the Drawings.

C. All vertical posts, except steel line posts, shall be made of wood and shall be 8 feet long. Gate posts, end posts and corner posts shall be 8 inches in diameter. For minimum diameter of all other wood posts, refer to Drawings.

D. Steel line posts shall be “T” section high carbon steel; 1-3/8 inch by 1-3/8 inch by 7/64 inch by 6-1/2 feet long; 1.33 lb. per foot.

E. Horizontal braces shall be steel or wood, approximately 7 feet long. If steel is used, braces shall be 1-1/2-inch diameter, Schedule 40 galvanized steel. If wood is used, braces shall be 4" in diameter and shall comply with the requirements of A. above.

F. Brace wire shall be 9 gage galvanized steel wire conforming to ASTM A116, Class 2, or aluminum coated.

G. All nails, staples and clips shall be galvanized.

2.2 GATES

A. Swing type welded steel pipe gates shall be provided in locations indicated on the Drawings. The Swing gates shall be fabricated and installed as shown on the Drawings. Swing gates shall be fabricated of welded steel pipe as detailed on the Drawings. Modifications, if desired by Contractor, must be approved by the SMU and Owner. The completed gate shall be thoroughly cleaned, primed, and painted with two (2) coats of exterior paint, owner-approved color.

3.0 MEASUREMENT

Final measurement of the completed fencing will be made according to Sections 2307 of City of Joplin Standard Specifications.

Fence Removal and Replacement shall be considered incidental to Demolition.

4.0 PAYMENT

Payment will be made in accordance with Section 2307.

JOB SPECIAL PROVISION JSP-3100-01
PAVEMENT REPAIR

1.0 SCOPE

At locations saw cut for trench excavation, existing manhole abandonment, or as determined by the Engineer, full depth pavement repair shall be constructed in accordance with the plans and City of Joplin Specifications except as otherwise modified herein.

Asphalt overlay shall be completed within the Temporary Construction Easement as shown in the parking lot west of Indiana Ave at Freeman. Pavement shall be milled to match elevations of the existing pavement along the north edge of the easement.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

Concrete shall be Class B in accordance with Section 3100 of the current approved City of Joplin, Standard Specifications. Asphalt shall be 3” of commercial mix in accordance with Section 2200 of the current approved City of Joplin Standard Specifications. Pavement repair shall be in accordance with Section 1700 of the current approved City of Joplin Standard Specifications.

3.0 MEASUREMENT

Final measurement of the completed full depth pavement repair will be made to the nearest 1/10 square yard of the surface of accepted repairs. No separate measurement will be made for sawing, drilling, dowels, tie bars, Portland cement concrete, steel welded wire reinforcement, subgrade compaction, asphaltic concrete, or aggregate base material as these items shall be subsidiary to concrete pavement repair.

4.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct “Pavement Repair” will be paid for at the contract unit price per square yard. No separate payment will be made for sawing, drilling, dowels, tie bars, Portland cement concrete, steel welded wire reinforcement, subgrade compaction, asphaltic concrete, aggregate base material, and all incidental items as these items shall be subsidiary to “Asphalt/ Concrete Pavement Repair”.

JOB SPECIAL PROVISION JSP-3200-01
CONCRETE CURB & GUTTER

1.0 SCOPE

Concrete curb and gutter shall be in accordance with Section 3200 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 CONSTRUCTION DETAILS

Concrete shall be replaced to the nearest joint past the saw cut for trench excavation.

The concrete shall not be placed until the subgrade has been inspected for compaction and moisture.

3.0 MEASUREMENT

Curb, or curb and gutter shall be measured along the back of curb by the linear foot of completed curb, or curb and gutter, including curb and gutter constructed adjacent to sidewalk ramps.

4.0 PAYMENT

Payment for “Curb”, and “Curb and Gutter” shall be at the contract unit price per linear foot of the type indicated and shall include the cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct curb, and curb and gutter, complete, and all incidental items of work.

FINAL LEIN WAIVER

STATE OF MISSOURI DOL ANNUAL WAGE ORDER – NEWTON COUNTY NO. 30

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW