CONTRACT

THIS AGREEMENT, made this 1st day of June, 2015, by and between

Rosetta Construction, LLC.
(Corporate Name)

a corporation of Springfield, County of Greene, and State of Missouri, Hereinafter called "Contractor," and

The City of Joplin, Missouri,

Hereinafter called "Owner."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Maiden Lane Renovation: Consists of the installation of approximately 2,877 L.F. of 8-inch and 370 L.F. of 12-inch diameter CIPP, renovation of 12 manholes by replacing frames and covers and installing a cementitious lining and flexible chimney sealant, the reconstruction of approximately 62 sewer service lateral to main line connections by trenchless construction methods, and open trench excavation for point repairing existing gravity sewer lines. The project is located as shown on the Construction Plans.

Renovation Project One: Consists of the installation of approximately 25,230 L.F. of 8-inch and 142 L.F. of 10-inch diameter CIPP, renovation of 93 manholes by replacing frames and covers and installing a cementitious lining and flexible chimney sealant, the replacement of 3 manholes, the reconstruction of approximately 837 sewer service lateral to main line connections by either open-trench or trenchless construction methods, open trench excavation for point repairing existing gravity sewer lines, and the installation of service lateral cleanouts, as directed by the Engineer. The project is located as shown on the Construction Plans.

Renovation Project Two: Consists of the installation of approximately 21,521 L.F. of 8-inch and 59 L.F. of 12-inch diameter CIPP, renovation of 89 manholes by replacing frames and covers and installing a cementitious lining and flexible chimney sealant, the reconstruction of approximately 534 sewer service lateral to main line connections by either open-trench or trenchless construction methods, and open trench excavation for point repairing existing gravity sewer lines. The project is located as shown on the Construction Plans.

Renovation Project Three: Consists of the installation of approximately 19,233 L.F. of 8-inch and 760 L.F. of 15-inch diameter CIPP, renovation of 109 manholes by replacing frames and covers and installing a cementitious lining and flexible chimney sealant, the reconstruction of approximately 466 sewer service lateral to main line connections by either open-trench or

trenchless construction methods, and open trench excavation for point repairing existing gravity sewer lines. The project is located as shown on the Construction Plans.

The total combined base bid amount along with any accepted deduct alternates, hereinafter called the project, for the sum

of Seven Million Four Hundred Ninety-Eight Thousand Eight Hundred Seventy-Two and 00/100 Dollars ($ 7,498,872.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Allgeier, Martin and Associates, Inc., herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Maiden Lane Renovation portion of the overall work within 225 consecutive calendar days thereafter, the Renovation Project One portion of the overall work within 225 consecutive calendar days thereafter, the Renovation Project Two portion of the overall work within 365 consecutive calendar days thereafter, and the Renovation Project Three portion of the overall work within 515 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $1,000.00 for each consecutive calendar day thereafter for the Renovation Project One portion of the work and the sum of $500.00 for each consecutive calendar day thereafter, respectively, for the Renovation Project Two, Renovation Project Three and Maiden Lane Renovation portions of the work as hereinafter provided in Paragraph 15 of the CDBG Grant Program General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 19, "Payments to Contractor, " of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

City of Joplin
(Owner)

By

(Secretary)

(Witness)

Dir. of P.W.
(Title)

(Seal)

ROSETTA CONSTRUCTION LLC
(Contractor)

By

(Secretary)

(Witness)

PRES / MGR
(Title)

ROSETTA CONSTRUCTION, LLC
P.O. BOX 14024
SPRINGFIELD, MO 65814
(Address and Zip Code)

Note: Secretary of the Owner should attest; if Contractor is a corporation.