AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of October, 2015, 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:

JOPLIN PUBLIC PARK & 2015-011

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 **196** 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 or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the

insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability..... $1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) 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 $\underline{\$4,031,000}$ (four million and thirty-one thousand dollars and no/100 Dollars) 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. 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.

6. 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.

7. 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, Contractor (or surety) shall be liable to the City in the amount of $**500.00** per day for each and every calendar day that the work does not achieve Substantial Completion, and be liable to the City in the amount of $**1,000.00** per day for each and every calendar day the work does not achieve Final Completion 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

13. 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.

14. 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.

15. 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 (11-11-2014 Revised Edition)
e. Special Conditions & Provisions

f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
j. 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 Four Million Thirty One Thousand & 00/100 dollars, said amount being subject to any approved addenda or change order.

16. 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.

17. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

18. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

19. 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.

20. 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.

21. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

22. 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.

23. 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.

24. 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.

25. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program

as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

26. 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.

27. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

28. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

28. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a. Evidence of a "good faith effort" includes, but is not limited to:

b. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,

c. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

d. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

29. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

30. Section 3 of the Housing and Urban Development Act of 1968

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of

the project.

b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c. The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d. The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

31. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

32. Affirmative Action for Handicapped Workers

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to

employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

33. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

34. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federalfinancial assistance.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 351.572 RSMo.

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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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

CONTRACTOR: R.E. Smith Construction Co.

By: _____

Printed Name: Amber Duncan

Title: Business Manager

APPROVED AS TO FORM

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, Public Works Director
10/12/15

END OF SECTION 004113.08

SECTION 004323 - ALTERNATES FORM

PART 1 - Alternates Form

1.1 BID INFORMATION

A. Bidder: R. E. Smith Construction Company.

B. Project Name: Joplin Public Park.

C. Project Location: Southeast corner of 26th St. and McClelland Blvd., Joplin, MO.

D. Owner: City of Joplin, MO.

E. Owner Project Number: 2015-011.

F. Landscape Architect: SWT Design.

G. Landscape Architect Project Number: 20288.01.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

~~C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."~~

D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the ~~Contract Time and the~~ Contract Sum.

E. Owner will accept alternates in the order indicated, and reserves the right to award or amend the Contract accordingly within [**90**] days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time ~~unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time~~.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1: 10' Sidewalk along 26th St:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Ninety-One Thousand & 00/100 Dollars ($ 91,000.00).

B. Alternate No. 2: Large Shelter:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. One Hundred Twenty-Three Thousand & 00/100 Dollars ($ 123,000.00).

C. Alternate No. 3: Pedestrian Lighting:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. One Hundred Seventy-One Thousand & 00/100 Dollars ($ 171,000.00).

D. Alternate No. 4: Boardwalk:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. One Hundred Eleven Thousand & 00/100 Dollars ($ 111,000.00).

E. Alternate No. 5: Small Shelter:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Sixty-Five Thousand & 00/100 Dollars ($ 65,000.00).

F. Alternate No. 6: Council Ring:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Sixty-Six Thousand & 00/100 Dollars ($ 66,000.00).

G. Alternate No. 7: Pine Savanna Seed Mix:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Six Thousand & 00/100 Dollars ($ 6,000.00).

H. Alternate No. 8: Short Grass Prairie Seed Mix:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Three Thousand Five Hundred & 00/100 Dollars ($ 3,500.00).

I. Alternate No. 9: Base Bid Native Landscape Establishment and Maintenance:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Eighty-Six Thousand & 00/100 Dollars ($ 86,000.00).

J. Alternate No. 10: Pine Savanna Establishment and Maintenance:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Seven Thousand & 00/100 Dollars ($ 7,000.00).

K. Alternate No. 11: Short Grass Prairie Establishment and Maintenance:

1. ADD X DEDUCT____ NO CHANGE____ NOT APPLICABLE____.

2. Nine Thousand Five Hundred & 00/100 Dollars ($ 9,500.00).

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 27th day of August, 2015.

B. Submitted By: R. E. Smith Construction Company (Insert name of bidding firm or corporation).

C. Authorized Signature: _____(Handwritten signature).

D. Signed By: Richard D. Smith (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

END OF SECTION 004323

SECTION 0043733.01 – SCHEDULE OF VALUES

1.1 PARTIAL BID BREAKDOWN

A. A Schedule of Values is required to assist in the bid review and evaluation. Bidder is to complete all categories below. It is expected that the bid amounts will include all cost associated with the purchase, preparation, and installation of each category including applicable taxes, profit and overhead. The items and dollar amounts provided below are not expected to match the bid total listed in 004113.01 – Form of Proposal.

1. Lump Sum Total No. 1: Parking Lot Renovation including asphalt, curb and gutter, preparation, compaction, etc.)

   a. Two Hundred Seventy-Five Thousand & 00/100 Dollars ($ 275,000.00)

2. Lump Sum Total No. 2: Concrete Walks including regular, heavy duty, and decorative concrete (including preparation, compaction, etc.)

   a. Six Hundred Thirty-Four Thousand & 00/100 Dollars ($ 634,000.00)

3. Lump Sum Total No. 3: Grading and Earthwork

   a. One Million Thirty-One Thousand & 00/100 Dollars ($ 1,031,000.00)

4. Lump Sum Total No. 4: Entry Sign

   a. Twenty-Two Thousand & 00/100 Dollars ($ 22,000.00)

5. Lump Sum Total No. 5: Electrical and Lighting

   a. Ninety-Six Thousand & 00/100 Dollars ($ 96,000.00)

6. Lump Sum Total No. 6: Storm, Sanitary, and other underground utilities.

   a. One Hundred Ninety-Four Thousand & 00/100 Dollars ($ 194,000.00)

7. Lump Sum Total No. 7: Lake Liner and Fill including all associated construction.

   a. One Hundred Forty-Three Thousand & 00/100 Dollars ($ 143,000.00)

8. Lump Sum Total No. 8: Pedestrian Bridge and Abutments

   a. Thirty-Five Thousand & 00/100 Dollars ($ 35,000.00)

9. Lump Sum Total No. 9: Restroom Building

   a. One Hundred Eighty-Eight Thousand & 00/100 Dollars ($ 188,000.00)

10. Lump Sum Total No. 10: Landscape (plants, soil, mulch, turf).

    a. Eight Hundred Six Thousand & 00/100 Dollars ($ 806,000.00)

11. Lump Sum Total No. 11: Landscape (Native Seed).

    a. Included with No. 10 Dollars ($)

12. Lump Sum Total No. 12: Irrigation

    a. Included with No. 10 Dollars ($_____)

13. Lump Sum Total No. 13: Selective Demolition and SWPP

    a. Included with No. 3 Dollars ($_____)

14. Lump Sum Total No. 14: Boulders and all associated items for installation

    a. Included with No. 10 Dollars ($_____)

15. Lump Sum Total No. 15: Interpretive Signs

    a. Ten Thousand Two Hundred Nine & 00/100 Dollars ($ 10,209.00)

END OF SECTION 004373.01

AIA® Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

R. E. Smith Construction Company
P. O. Box 549
Joplin, MO 64802-0549

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Hartford Fire Insurance Company
1 Hartford Plaza
Hartford, CT 06116-1703

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Joplin, Missouri
602 South Main Street
Joplin, MO 64801

as Obligee, hereinafter called the Obligee, in the sum of *******Five Percent of The Total Amount Bid*******
Dollars ($ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Proj No. 2015-011 - Joplin Public Park, Joplin, MO**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **August, 2015**

Vicki Sprague
(Witness)

R. E. Smith Construction Company
(Principal) (Seal)

(Title)

Kassi Beggs
(Witness)

Hartford Fire Insurance Company
(Surety)

Denise A Iverson
(Title) **Denise A. Iverson** *(Seal)*
Attorney-in-Fact

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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 37-330054

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

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

Denise A. Iverson, D C. Pruett, Sean Miller, Dale A. Gebauer, Matthew J. Miller, Ben Williams of OVERLAND PARK, Kansas

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 27th day of August, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

THE ROBERT E. millergroup

373 W 101st Terrace
Suite 200
Kansas City, MO 64114
P 816 333 3000
TF 800 333 2808
F 816 822 1634

August 25, 2015

City of Joplin
602 South Main Street
Joplin, MO 64801

RE: R. E. Smith Construction Company
1026 West 2nd Street, Joplin, MO 64801

Project: Joplin Public Park – Project No. 2015-011

To Whom It May Concern:

R. E. Smith Construction Company, Inc. is a highly regarded and valued client of Hartford Fire Insurance Company and The Robert E. Miller Group. Hartford Fire Insurance has an A.M. Best Rating of A, Financial Size Category XV and are listed as an acceptable Surety on the Treasury Department Circular 570 with limits of $1,395,886,000.00

We have enjoyed a long and rewarding 26 plus year relationship. During this time we have provided them with single projects in excess of $20,000,000 and aggregate program well in excess of $40,000,000. We foresee no problem in issuing the required Performance/Payment bonds for captioned Project for 100% of their proposal amount.

We do reserve the right to underwrite all circumstances at the time of the bond request. We assume no liability to third parties or to you if for any reason we do not execute the said bond(s). Satisfactory review of the contract specifications, evidence of financing, bond documents and current underwriting would be necessary prior to approving any bond(s).

We highly recommend R. E. Smith Construction Company as your contractor of choice for your next important construction project.

If I may provide further assistance or assurances, please do not hesitate to give me a call.

Respectfully,

Denise A. Iverson
Assistant Vice President
Attorney-in-Fact for ***Hartford Fire Insurance Company***

HARTFORD FIRE INSURANCE CO.
INCORPORATED 1810

SECTION 004113.01 – FORM OF PROPOSAL

FORM OF PROPOSAL

INVITATION FOR BID # 2015-011
CITY OF JOPLIN, MISSOURI

To: Public Works Department
602 S. Main Street
Joplin, MO 64801

From: R. E. Smith Construction Company, hereinafter called the "Bidder", having examined and being fully informed and familiar with the local conditions and with the contract documents including the drawings, the Notice to Contractor, Instructions to Bidders, the General Conditions and the body of technical specifications including:

Addenda Number 1 through 4 inclusive

hereby offer to furnish all labor, supervision, materials, equipment, tools, service and all other items necessary for the performance and the completion of the construction described in the contract documents as follows:

1 **Base Bid:** All Work as described in the specifications and on the drawings including but not limited to, demolition of existing site features, parking and loop trail development with lighting, earthmoving, landscape enhancements, site utilities, creation of a lake and onsite storm water management, and support features including restrooms, shelters, and site furnishings as indicated in the Drawings and Specifications for the stipulated sum of: Three Million Four Hundred Seventy Thousand & 00/100 Dollars ($ 3,470,000.00). The amount shall be shown in both words and figures; the amount in words shall govern.

2 **Time of Completion:** The Bidder agrees to bring the work to **Substantial Completion** no later than April 29, 2016. The Bidder further agrees to pay to or allow the City as liquidated damages the sum of **Five Hundred Dollars ($500.00)**, for each calendar day thereafter that the work does not achieve Substantial Completion.

2.1 The Contractor agrees to bring the work to **Final Completion** within **Fifteen (15) consecutive calendar days** from the date of Substantial Completion; the Contractor further agrees to pay to or allow the City as liquidated damages the sum of **One Thousand Dollars ($1000.00)**, for each calendar day thereafter that the work does not achieve Final Completion.

3 **In submitting this bid,** it is understood that the right is reserved by the City of Joplin, MO to reject any and all bids and it is agreed that the **bids may not be withdrawn for a period of sixty (60) days** from the specified time for receipt and opening bids.

4 **Accompanying the bid** is a certified or cashier's check or acceptable bid bond in the amount of Five Percent Dollars ($ 5%), for five percent (5%) of the maximum amount of this bid, payable to the Director of Finance, Joplin, Missouri, which, in accordance with the provisions in the Instructions to Bidders, it is agreed shall be retained as liquidated damages by the City of Joplin if the undersigned fails to execute the contract in conformity with the form of contract incorporated in the contract documents and furnish bonds as specified within ten (10) days after notification of award of the contract to the undersigned.

5 It is agreed that the Bidder shall utilize the Subcontractors specified on the list of Subcontractors attached hereto and a part hereof.

6 It is agreed that the Bidder shall provide the City with a Performance Bond and a Labor and Materials Payment Bond for the full amount to the contract.

7 It is agreed that the Bidder shall acquire and maintain all insurances required by the contract documents within ten days after date of Notice of Award by the City.

8 It is agreed that the Bidder shall sign the City's standard form of contract within ten days after date of Notice of Award by the City.

9 If the Bidder is a transient employer (out-of-state employer who temporarily transacts business in the State of Missouri), then by signature hereto, the Bidder certifies that it has complied with all requirements of RSMo Section 285.230-234.

Dated this 27th day of August, 20 15.

IF AN INDIVIDUAL:

_____
Name of Individual

_____
Social Security Number

Firm Name, if any:
_____

_____

_____
(Area) Telephone Number

Residence Address:
_____

_____

Communications Address:
_____

_____

_____
(Area) Fax Number (if none, state "None")

Signature:_____ Date_____

IF A CORPORATION:

R. E. Smith Construction Company
Name of Corporation

Incorporated under the laws of the State of:
Missouri

Richard D. Smith, President
Name and Title of Officer

107720
Corporate License Number

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

417-623-4545
(Area) Telephone Number

Communications Address:
1036 W. 2nd St.

417-782-6738
(Area) Fax Number

Joplin, MO 64801

Signature of Office

8/27/2015
Date

(Seal)

Secretary

IF A PARTNERSHIP OR JOINT VENTURE:

Name of Partnership/Joint Venture

State Names & Residence Address of all Partners or Joint Venture Members:

Partner/Joint Venture Member

Partner/Joint Venture Member

Residence Address:

Federal Tax I. D. Number

(Area) Telephone Number

Communications Address:

(Area) Fax Number

Signature of Partner-Joint Venture Members Date

Signature of Partner-Joint Venture Members Date

END OF SECTION 004113.01
FORM OF PROPOSAL

SECTION 004113.02 – ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF Jasper

Richard D. Smith

_____ being first duly sworn, deposes and says that he is

President

Title of Person Signing

of R. E. Smith Construction Company

_____

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 making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

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

BY _____

BY _____

BY _____

SWORN to before me this 27th day of August 20 18.

_____

Notary Public

My Commission Expires October 8, 2017

END OF SECTION 004113.02

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 2017
Commission Number: 13880529

SECTION 004113.04 – AFFIDAVIT OF COMPLIANE WITH SECTION 285.500 RSMo, ET SEQ.

Affidavit of Compliance with Section 285.500, RSMo., et seq. For All Agreements In Excess Of $5,000.00. Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Before me, the undersigned Notary Public, in and for the County of Jasper,

State of Missouri, personally appeared Richard D. Smith *(Name)*

who is President *(Title)* of R. E. Smith Construction Company
(Name of company),
a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: Richard D. Smith

Subscribed and sworn to before me this 27th day of August, 2015.

Notary Public

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 2017
Commission Number: 13880529

My commission expires: October 8, 2017

END OF SECTION 004113.04

E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 254739

Approved by:

Employer R.E.Smith Construction Co.

Richard Smith	
Name (Please Type or Print)	Title
Electronically Signed	09/21/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/21/2009
Signature	Date

SECTION 004113.05 – AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675 RSMo ET. SEQ.

Affidavit of Compliance with Section 292.675 RSMo., Et Seq.
For Any Public Works Project Contract
Effective August 28, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Before me, the undersigned Notary Public, in and for the County of Jasper,
State of Missouri, personally appeared Richard D. Smith *(Name)*
who is President *(Title)* of R. E. Smith Construction Company
(Name of company),
(a corporation), (~~a partnership~~), (~~a sole proprietorship~~), (~~a limited liability company~~), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature

Name: Richard D. Smith

Subscribed and sworn to before me this 27th day of Missouri, 2015.

Notary Public

My commission expires: 10/08/2017

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 20[illegible]
Commission Number: 13880[illegible]

SECTION 004113.06 – SUBCONTRACTOR LIST

SUBCONTRACTOR LIST

INVITATION FOR BID # 2015-011
CITY OF JOPLIN, MISSOURI

The Bidder hereby certifies that the following Subcontractors will be used in the performance of the work.

The Contractor shall list all "Major Subcontractors" which include any subcontractor performing work on the project. **The Contractor shall list the subcontractor(s) performing work in the categories listed below regardless of the amount of work performed.**

A subcontractor is a Contractor performing a portion of the work for the General Contractor and is not a material supplier providing only materials.

If the Contractor plans to use its own employees in any category, then the Contractor must list itself in that category. If more than one firm will perform work in a single category, designate the portion of work to be performed by each subcontractor (or Contractor if Contractor is performing a portion of the work).

Failure to list either the Bidder's firm or subcontractor for each category of work identified or defined herein or the listing of more than one firm for a category without designating the portion of work to be performed by each may result in rejection of bid as non-responsive. After bid opening, substitutes of listed firm will not be permitted except as indicated in the Instructions to Bidders or the General Conditions.

WORK TO BE PERFORMED	NAME AND ADDRESS OF FIRM
DEMOLITION	Paragon
	Tulsa, OK
GRADING & EARTHWORK	Paragon Asbell Joplin
	Tulsa, OK
CONCRETE FOUNDATIONS	R. E. Smith Const.
	Joplin, MO
SANITARY/STORM UTILITIES	Kimberling City Plumbing
	Branson West, MO
ELECTRICAL	
CONCRETE WALKS	R. E. Smith Const.
	Joplin, MO
LANDSCAPE (PLANTS)	Northeastern
	Tulsa, OK
LANDSCAPE (TURF)	Northeastern

WORK TO BE PERFORMED	NAME AND ADDRESS OF FIRM
	Tulsa, OK
NATIVE SEED INSTALLATION	Northeastern,
	Tulsa, OK
IRRIGATION	Northeastern
	Tulsa, OK
MASONRY	Carlis Blevins
	Spokane, MO
COMPOSITE SYNTHETIC POND LINER	Paragon
	Tulsa, OK
FOREBAY, LAKE EDGE BOULDERS	Northeastern
	Tulsa, OK
OTHER:	
OTHER:	
OTHER:	

BIDDER R. E. Smith Construction Company

SIGNED _____ DATE 8/27/15

END OF SECTION 004113.06

SECTION 004113.07 – CONTRACTOR'S STATEMENT OF QUALIFICATIONS

CONTRACTOR'S STATEMENT OF QUALIFICATIONS
INVITATION FOR BID # 2015-011
CITY OF JOPLIN, MISSOURI

1. Name and Address (with zip code) of Firm.

   R. E. Smith Construction Company

   1036 W. 2nd St., Joplin, MO 64801 Federal ID No. 44-0664110

2. Area Code and Telephone Number. 417-623-4545

3. Area Code and Fax Number. 417-782-6738

For Corporation Only:

4. Date of Incorporation. February 1962

5. Name of State(s), in which incorporated. Missouri

6. If not incorporated in Missouri; give Certificate of Authority to do business in Missouri. (Certificate Number and Date). N/A

7. President's Name. Richard D. Smith

8. Secretary's Name. David W. Smith

For Partnership Only:

11. Date of Organization. _____

12. Is the partnership: _____General _____Limited _____Association

13. Name and addresses of all partners (with zip codes).

    A. _____

    B. _____

    C. _____

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

14. If you have done business under a different name, please give name and location.

N/A

General Information: All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

15. Number of permanent employees. 50

16. Geographical limits of operation. 150 Mile Radius

17. How many years have you been engaged in construction under your present firm name or trade name? 63 Years

18. General character of work performed by you. General Contactor

19. List the most important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed. See Attachment A

20. List customer references for current and recently completed contracts of a similar nature. Provide company name, address of construction, contact name, and contact phone. The City prefers that all such customers during the last three years be listed but you must list all customers for the last year prior to submitting this statement.(Attach as necessary) See Attachment B

21. Contracts on hand: (Schedule these, showing gross amount of each contract and the respective anticipated dates of completion). See Attachment C

22. Have you ever failed to complete any work awarded to you. If so, where and why?

No

23. Have you ever been put on liquidated damages on any contract awarded to you. If so, where and why? No

24. Have you ever defaulted on a contract? If so, where and why?

No

25. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars. No

26. List your major equipment available for the type of work described by the specifications.

See Attachment D

27. To what extent would you expect to employ Subcontractors? 65%

28. List experience in construction work similar in nature and scope. See Attachment A & C

29. List background and experience for the principal members of your organization include the Officers.

See Attachment E

30. Give bank reference. Pinnacle Bank, 802 Main, Joplin, MO 64801

31. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Joplin, Missouri? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Joplin, MO in verification of the recitals comprising his Statement of Qualifications.

Dated at Joplin, MO this 27th day of August, 2015.

Firm Name: R. E. Smith Construction Company

By: _____
Signature

Print Name/Title President

State of Missouri)
) SS
County of Jasper)

Richard D. Smith, being duly sworn, deposes and says that he is

(Title) President of R. E. Smith Construction Company

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this 27th day of August, 2015.

_____
Notary Public

VICKIE SPRAGUE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: October 08, 2017
Commission Number: 13880529

My commission expires: October 8. 2017

END OF SECTION 004113.07

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**The Salvation Army Thrift Store**
Location:	Joplin, MO
Owner:	The Salvation Army
Construction Cost:	$2,250,000.00
Architect:	Paragon Architecture, Inc. Springfield, MO 417-885-0002
Completion Date:	07/15

Project:	**Missouri Southern State University Student Housing**
Location:	Joplin, MO
Owner:	Missouri Southern State University
Construction Cost:	$13,183,383.00
Architect:	Bates & Associates 433 W. Walnut Springfield, MO 65806 417-865-2065
Completion Date:	08/15

Project:	**Missouri Southern State University FEMA Shelter**
Location:	Joplin, MO
Owner:	Missouri Southern State University
Construction Cost:	$2,074,046.00
Architect:	Bates & Associates 433 W. Walnut Springfield, MO 65806 417-877-9600
Completion Date:	5/15

Project:	**Nevada Police/Courts & Fire Station**
Location:	Nevada, MO
Owner:	City of Nevada
Construction Cost:	$3,815,086.00
Architect:	Williams Spurgeon Kuhl & Freshnock Architects, Inc. 110 Armour Rd. North Kansas City, MO 64116 816-300-4101
Completion Date:	05/15

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Carthage Early Childhood Center**
Location:	Carthage, MO
Owner:	Carthage R-9 School District
Construction Cost:	$3,090,921.00
Architect:	Hight-Jackson Associates P.O. Box 745 Rogers, AR 72757 479-464-4965
Completion Date:	02/15

Project:	**Webb City Harry & Bess Truman Safe Room**
Location:	Webb City, MO
Owner:	Webb City R-7 School District
Construction Cost:	$1,503,300.00
Architect:	Paragon Architecture, Inc. 430 S. Glenstone Springfield, MO 65802 417-885-0002
Completion Date:	2/15

Project:	**Webb City Webster Primary Center Tornado Safe Room**
Location:	Webb City, MO
Owner:	Webb City R-7 School District
Construction Cost:	$1,372,300.00
Architect:	Paragon Architecture, Inc. 430 S. Glenstone Springfield, MO 65802 417-885-0002
Completion Date :	2/15

Project:	**Cassville Practice Gym & FEMA Safe Room**
Location:	Cassville, MO
Owner:	Cassville R-IV School District
Construction Cost:	$1,500,000.00
Architect:	Paragon Architecture 430 S. Glenstone Ave. Springfield, MO 65802 417-885-0002
Completion Date:	08/14

Project:	**Joplin Fire Station No. 2**
Location:	2825 W. Junge Blvd., Joplin, MO 64801
Owner:	City of Joplin
Construction Cost:	$1,625,000.00
Architect:	Paragon Architects 430 S. Glenstone Springfield, MO 65802 417-885-0002
Completion Date:	12/13

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Joplin Fire Station No. 4**
Location:	3402 Hearnes Blvd., Joplin, MO 64804
Owner:	City of Joplin
Construction Cost:	$1,560,000
Architect:	Sapp Design Associates 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600
Completion Date:	12/13

Project:	**Associates of Dental Arts**
Location:	Joplin, MO
Owner:	Dr. Gregory and Megan Kivett
Construction Cost:	$1,200,000.00
Architect:	Team 6 Architecture, LLC 410 S. Adele Joplin, MO 64801 417-625-0025
Completion Date:	12/13

Project:	**Cassville Performing Arts Center & FEMA 361 Shelter**
Location:	Cassville, MO
Owner:	Cassville R-IV School District
Construction Cost:	$2,150,300.00
Architect:	Paragon Architecture 430 S. Glenstone Ave. Springfield, MO 65802 417-885-0002
Completion Date:	08/13

Project:	**Nixa High School and Jr. High Additions and Renovations**
Location:	Nixa, MO
Owner:	Nixa School District
Construction Cost:	$6,674,000.00
Architect:	Sapp Design Associates 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600
Completion Date:	08/13

Project:	**Cummins Service Center**
Location:	4915 E. 32nd St., Joplin, MO 64804
Owner:	Cummins Central Power, LLC
Construction Cost:	$2,865,000.00
Architect:	PLJBD, Inc. 303 S. Main St. Joplin, MO 64801 417-624-4004
Completion Date:	07/13

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Schifferdeck Aquatic Center**
Location:	Joplin, MO
Owner:	City of Joplin, MO
Construction Cost:	$5,222,000.00
Architect:	Water's Edge Aquatic Design 11205 W. 79th St. Lenexa, KS 66214 913-438-4338
Completion Date:	05/13

Project:	**Miracle League Field**
Location:	Joplin, MO
Owner:	Daybreak Rotary Foundation
Construction Cost:	$552,278.00
Architect:	Engineering Services, Inc. 1207 S. Old Missouri Rd. Springdale, AR 72764 479-751-8733
Completion Date:	04/13

Project:	**Branson West LDS Church**
Location:	Branson, MO
Owner:	The Church of Jesus Christ of Latter-Day Saints
Construction Cost:	$3,229,000.00
Architect:	Gaskin Hill Norcross 300 S. Jefferson, St. 301 Springfield, MO 65806 417-869-0719
Completion Date:	12/12

Project:	**Empire Baptist Church**
Location:	Joplin, MO
Owner:	Empire Baptist Church
Construction Cost:	$620,000.00
Architect:	Steven W. Lacey 417 E. Central Oronogo, MO 64855 417-673-1954
Completion Date:	03/13

Project:	**Elks Lodge #501 New Lodge**
Location:	Joplin, MO
Owner:	Elks Lodge #501
Construction Cost:	$2,500,000.00
Architect:	Corner Greer Associates 110 W. Broadway Webb City, MO 64870 417-673-3134 Chad Greer
Completion Date:	11/12

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Webster Electric Co-Op Headquarters**
Location:	Marshfield, MO
Owner:	Webster Electric Co-Op
Construction Cost:	$4,668,319.00
Architect:	Paragon Architecture 430 S. Glenstone Ave. Springfield, MO 65802 417-885-0002 Bill Watkins
Completion Date:	09/12

Project:	**New Bus Maintenance Facility for Aurora R-VIII School Dist.**
Location:	Aurora, MO
Owner:	Aurora R-VIII School District
Construction Cost:	$449,000.00
Architect:	Sam A. Winn & Associates 1643 S. Enterprise Ave. Springfield, MO 65804 417-882-7821
Completion Date:	8/12

Project:	**Willard High School Addition**
Location:	Willard, MO
Owner:	Willard R-2 School District
Construction Cost:	$1,387,000.00
Architect:	Hood-Rich, Inc. 801 S. Glenstone Springfield, MO 65802 417-862-4483
Completion Date:	08/12

Project:	**Springfield Regional Police and Fire Training Center**
Location:	Springfield, MO
Owner:	City of Springfield
Construction Cost:	$4,496,000.00
Architect:	Buxton Kubik Dodd Creative 1531 Bradford Pkwy., Ste. 320 Springfield, MO 65804 417-890-5543
Completion Date:	07/12

Project:	**Spiva Library Central Plant Replacement**
Location:	Joplin, MO
Owner:	Missouri Southern State University
Construction Cost:	$3,862,000.00
Architect:	FSC MEP Engineers, LLC 8511 Hillcrest Rd., Ste. 100 Kansas City, MO 64138 816-356-9145 Randall Frymire
Completion Date:	05/12

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Seneca Telephone Addition/Renovation**
Location:	Seneca, MO
Owner:	Seneca Telephone
Construction Cost:	$730,355.00
Architect:	Bates & Associates 433 W. Walnut Springfield, MO 65806 417-865-2065
Completion Date:	06/12

Project:	**Ozark Center CCP Renovations and Additions**
Location:	Joplin, MO
Owner:	Ozark Center
Construction Cost:	$1,020,000.00
Architect:	Ness Design Group 1821 E. 4th Joplin, MO 64801 417-625-1970 Don Ness
Completion Date:	03/12

Project:	**Access Family Care**
Location:	Cassville, MO
Owner:	Tri-County Health Care Consortium, Inc.
Construction Cost:	$1,316,000.00
Architect:	Patterson Latimer Jones Brannon Denham, Inc. 303 S. Main Joplin, MO 64801 417-624-4004 Kyle Denham
Completion Date:	02/12

Project:	**Monett Elementary Campus Additions and Renovations**
Location:	Monett, MO
Owner:	Monett R-1 Scholl District
Construction Cost:	$6,254,500.00
Architect:	Sapp Design Associates Architects, P.C. 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600 Pam Haldiman
Completion Date:	11/2011

Project:	**Branson LDS Addition**
Location:	Branson, MO
Owner:	The Church of Jesus Christ of Latter-Day Saints
Construction Cost:	$870,500.00
Architect:	Gaskin Hill Norcross 300 S. Jefferson, St. 301 Springfield, MO 65806 417-869-0719
Completion Date:	10/2011

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**New Pavilion and Miracle League Field for Dan Kinney Park**
Location:	Springfield, MO
Owner:	Springfield/Greene County Park Board
Construction Cost:	$563,700
Architect:	Hood Rich Architects 801 S. Glenstone Springfield, MO 65802 417-862-4483
Completion Date:	09/11

Project:	**Administration Building Storm Damage Repairs**
Location:	Joplin, MO
Owner:	Joplin R-VIII School District
Construction Cost:	$869,407.00
Architect:	Patterson, Latimer, Jones, Brannon, Denham, Inc. P.O. Box 1743 Joplin, MO 64802 417-624-4004 Jim Moreland
Completion Date:	08/2011

Project:	**Cecil Floyd Elementary Storm Damage Repairs**
Location:	Joplin, MO
Owner:	Joplin R-VIII School District
Construction Cost:	$2,064,218.00
Architect:	Patterson, Latimer, Jones, Brannon, Denham, Inc. P.O. Box 1743 Joplin, MO 64802 417-624-4004 Kyle Denham
Completion Date:	08/2011

Project:	**Franklin Tech. Center Temp. Facility**
Location:	Joplin, MO
Owner:	Joplin R-VIII School District
Construction Cost:	$2,852,479.00
Architect:	Sapp Design Associates 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600 Pam Haldiman
Completion Date:	08/2011

Project:	**Grundy Land Group Warehouse**
Location:	Neosho, MO
Owner:	Grundy Land Group, LLC
Construction Cost:	$1,148,800.00
Architect:	Butler Rosenbury & Partners 319 N. Main St., Suite 200 Springfield, MO 65806 417-869-0719
Completion Date:	07/2011

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Bearskin Healthcare and Wellness Center Expansion**
Location:	Wyandotte, OK
Owner:	Wyandotte Nation
Construction Cost:	$2,325,000.00
Architect:	Robert Johnson Architects 212 North Main Tulsa, OK 74103 918-599-7447 Theresa Landers
Completion Date:	06/2011

Project:	**Salvation Army Thrift Store**
Location:	Joplin, MO
Owner:	The Salvation Army an Illinois Corp.
Construction Cost:	$303,800.00
Architect:	Patterson Latimer Jones Brannon Denham, Inc. 303 S. Main Joplin, MO 64801 417-624-4004
Completion Date:	04/2011

Project:	**New Church Building for St. Mary Parish**
Location:	Lamar, MO
Owner:	Catholic Diocese of Springfield – Cape Girardeau
Construction Cost:	$1,023,000.00
Architect:	La Tona Architects 3141 Main, 2nd Floor Kansas City, MO 64111 Vince LaTona 816-471-0044
Completion Date:	12/2010

Project:	**Community Health Education & Wellness Center**
Location:	Riverton, KS
Owner:	Family Life Center, Inc.
Construction Cost:	$1,461,500.00
Architect:	Hunter & Millard 211 S. Main St. Joplin, MO 64801 Dan Hill 417-624-8872/Fax 417-781-0884
Completion Date:	12/2010

Project:	**New Student Housing for Pittsburg State University**
Location:	Pittsburg, Kansas
Owner:	Pittsburg State University
Construction Cost:	$8,290,689.00
Architect:	HTK Architects, P.A. 2900 Macivar Ave. Topeka, KS 66611-1790 785-266-5373 Mark Fairbanks
Completion Date:	11/2010

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**Memorial Education Center Elevator Addition**
Location:	Joplin, MO
Owner:	Joplin R-VIII School District
Construction Cost:	$539,000.00
Architect:	Patterson, Latimer, Jones, Brannon, Denham, Inc. P.O. Box 1743 Joplin, MO 64802 417-624-4004 Kyle Denham
Completion Date:	12/2010

Project:	**Springfield Botanical Center**
Location:	Springfield, MO
Owner:	Springfield-Greene County Park Board
Construction Cost:	$3,065,000.00
Architect:	H Design Group 5051 S. National Ave. Springfield, MO 65810 Tyler Peck 417-887-6921/Fax 417-887-6921
Completion Date:	10/2010

Project:	**Eastern Shawnee Tribe Wellness Center**
Location:	Seneca, OK
Owner:	Eastern Shawnee Tribe of Oklahoma
Construction Cost:	$913,547.00
Architect:	White Loon Brill Excavating 202 S. Eight Tribes Trail Miami, OK 74354 Steve Lankford 918-542-1445/Fax 918-542-7260
Completion Date:	09/2010

Project:	**New Medical Office Bldg.**
Location:	Galena, Kansas
Owner:	Bent Tree Partners
Construction Cost:	$5,133,000.00
Architect:	Schaefer Johnson Cox Frey & Associates 257 N. Broadway Wichita, KS 67202 316-684-0171 Shawn Morris
Completion Date:	05/2010

Project:	**Joplin South Middle School**
Location:	Joplin, MO
Owner:	Joplin R-8 School District
Construction Cost:	$18,140,000.00
Architect:	PLJBD 303 S. Main Joplin, MO 64801 417-624-4004
Completion Date:	05/2010

Attachment A
Completed in Past 5 Years (Partial List)

Project:	**MSSU Student Recreation Center**
Location:	Joplin, Missouri
Owner:	Missouri Southern State University
Construction Cost:	$12,230,000.00
Architect:	RDG Planning & Design 301 Grand Ave. Des Moines, IA 515-288-3141 Bill Futrell
Completion Date :	09/2010

Attachment B
Customer References

MONETT R-1 SCHOOL DISTRICT
900 E. SCOTT STREET
MONETT, MO 65708
417-235-7422
BRAD HANSON

CITY OF SPRINGFIELD
SPRINGFIELD/GREENE COUNTY PARK BRD.
1923 N. WELLER
SPRINGFIELD, MO 65803
417-864-1326
MILES PARK

CARL JUNCTION SCHOOL DISTRICT
CARL JUNCTION, MO
417-649-5701
PHIL COOK

WEBB CITY R-7 SCHOOL DISTRICT
411 N. MADISON
WEBB CITY, MO 64870
417-673-6000
TONY ROSSETTI

MISSOURI SOUTHERN STATE UNIVERSITY
3950 E. NEWMAN RD.
JOPLIN, MO 64801
417-625-9331
BOB HARRINGTON

JOPLIN AREA CHAMBER OF COMMERCE
320 E. 4TH
JOPLIN, MO 64801
417-624-4150
TONYA SPRENKLE

CASSVILLE R-IV SCHOOL DISTRICT
1501 MAIN ST.
CASSVILLE, MO 65625
417-847-3137
RICHARD ASBILL

Attachment C

Major Construction Projects in Progress

Project:	**Cedar Tree Management Shell Building**
Location:	Joplin, MO
Owner:	OX, LLC
Construction Cost:	$1,200,409.00
Architect:	Hunter & Millard Joplin, MO 64804 417-624-8872
Completion Date:	12/15

Project:	**Webb City Freeman Medical Office Building**
Location:	Webb City, MO
Owner:	Freeman Health Systems
Construction Cost:	$3,060,100.00
Architect:	Pulse Design Group, Inc. Lenexa, KS 66214 913-438-9095
Completion Date:	12/15

Project:	**Carthage Intermediate Center**
Location:	Carthage, MO
Owner:	Carthage R-9 School District
Construction Cost:	$12,243,000.00
Architect:	Hight-Jackson Architecture Rogers, AR 479-464-4965
Completion Date:	06/16

Project:	**Missouri Southern State University Stadium Support Building**
Location:	Joplin, MO
Owner:	Missouri Southern State University
Construction Cost:	$7,650,000.00
Architect:	Sapp Design Associates Springfield, MO 65804 417-877-9600
Completion Date:	08/15

Project:	**Strafford New K-5 Elementary School**
Location:	Strafford, MO
Owner:	Strafford R-VI School District
Construction Cost:	$9,465,200.00
Architect:	Buxton Kubik Dodd, Inc. Springfield, MO 65804 417-890-5543
Completion Date:	08/15

Project:	**Monett Intermediate School FEMA Safe Room/Cafeteria Addition**
Location:	Monett, MO
Owner:	Monett R-1 School District
Construction Cost:	$3,282,000.00
Architect:	Sapp Design Associates 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600
Completion Date:	08/15

Project:	**Monett High School New FEMA Safe Room/Performing Arts Add**
Location:	Monett, MO
Owner:	Monett R-1 School District
Construction Cost:	$4,254,000.00
Architect:	Sapp Design Associates 3750 S. Fremont Ave. Springfield, MO 65804 417-877-9600
Completion Date:	08/15

Attachment D

R. E. SMITH CONSTRUCTION EQUIPMENT SCHEDULE

	Model/ Year	Description	ID # / Serial #	
	2008	Backhoe Case 580 SM Loader	N8C434260	
	2009	Backhoe Case Loader 580 SMIII w/ 24" Bucket	N8C504655	
		Case Loader 480LL w/ Box Blade	9080712	
	2000	Case 1845C Uniloader	JAF0334084	
	2014	Case SR210 T4F Skid Steer	NEM481425	
	2004	Case 60 XT 4D Skid Steer	JAF369056	
	2004	Case 60XT 4D Skid Steer	JAF369381	
	2009	Case 430 SSL Skid Steer	N8M488779	
	2007	Case 430 Skid Steer	N7M460594	
	2005	Gehl Telehandler w/ 48" bucket & platform	RS634JZ0321418	
	2014	Gehl Telehandler	RS634JE1021997	
	2014	Kubota RTV 400 CI-A	A5KE1CGMCDG016238	
		Okaoa Hydraulic Breaker	4195	
		Skyjack Scissor Lift	30547	
		Sweepster QCSS Angle Broom 84" Hydrangle	902007	

SECTION 004322 - UNIT PRICES FORM

PART 1 - Unit Prices Form

1.1 BID INFORMATION

A. Bidder: R. E. Smith Construction Company.

B. Project Name: Joplin Public Park.

C. Project Location: Southeast corner of 26th St. & McClelland Blvd; Joplin, MO.

D. Owner: City of Joplin, MO.

E. Owner Project Number: 2015-011.

F. Landscape Architect: SWT Design.

G. Landscape Architect Project Number: 20288.01.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.

C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 INSTALLED UNIT PRICES

A. Unit-Price No. 1: Class A Excavation as required.

1. Eight & 30/100 Dollars ($ 8.30) per cubic yard.

B. Unit-Price No. 2: Rock excavation as required.

1. One Hundred Fifty & 00/100 Dollars ($ 150.00) per cubic yard.

C. Unit-Price No. 3: Compacting Embankment as required.

1. Six & 00/100 Dollars ($ 6.00) per cubic yard.

D. Unit-Price No. 4: Supply, placement, compaction of clay soil as required.

1. Fourteen & 50/100 Dollars ($ 14.50) per cubic yard.

E. Unit-Price No. 5: Haul-off of existing material off-site and legally disposed, as required.

1. Twenty-Four & 00/100 Dollars ($ 24.00) per cubic yard.

F. Unit-Price No. 6: LED light fixture and 12' pole.

1. Four Thousand & 00/100 Dollars ($ 4,000.00) per unit.

G. Unit-Price No. 7: Event Panel.

1. Six Thousand Two Hundred & 00/100 Dollars ($ 6,200.00) per unit.

H. Unit-Price No. 8: 4" Standard Concrete, including base, compaction, and finish.

1. Six & 50/100 Dollars ($ 6.50) per square foot.

I. Unit-Price No. 9: 4" Decorative concrete, including base, compaction and finish.

1. Nineteen & 00/100 Dollars ($ 19.00) per square foot.

J. Unit-Price No. 10: Heavy Duty Concrete including, base, compaction, and finish.

1. Seven & 50/100 Dollars ($ 7.50) per square foot.

K. Unit-Price No. 11: Asphalt Pavement including base, compaction and finish.

1. Twenty-Five & 00/100 Dollars ($ 25.00) per square foot.

L. Unit-Price No. 12: 6" Vertical Curb and Gutter including base, compaction, and finish.

1. Twenty & 00/100 Dollars ($ 20.00) per linear foot.

M. Unit-Price No. 13: Natural Limestone Ledgerock Boulders.

1. Three Hundred Twenty & 00/100 Dollars ($ 320.00) per ton.

N. Unit-Price No. 14: Bicycle Rack by Landscape Forms (Emerson).

1. Two Hundred Sixty & 00/100 Dollars ($ 260.00) per each unit.

O. Unit-Price No. 15: Park Bench by Landscape Forms (Park Vue).

1. One Thousand Two Hundred Sixty-Seven & 00/100 Dollars ($ 1,267.00) per unit.

P. Unit-Price No. 16: Drinking Fountain by Most Dependable Fountains (Model #440SM w/ Optional Pet Fountain).

1. Eleven Thousand & 00/100 Dollars ($ 11,000.00) per unit.

Q. Unit-Price No. 17: Bollard by Reliance Foundry (Model # R-8472).

1. One Thousand Three Hundred & 00/100 Dollars ($ 1,300.00) per unit.

R. Unit-Price No. 18: Picnic Table by Landscape Forms (Charlie; 67" Oval).

1. Two Thousand Five Hundred Eighty-Three & 00/100 Dollars ($ 2,583.00) per unit.

S. Unit-Price No. 19: Pond Fountain by Aqua Master 7.5-10 HP, LED.

1. Twenty-Eight Thousand Six Hundred Seventy & 00/100 Dollars ($ 28,670.00) per unit.

T. Unit-Price No. 20: Chimney Swift Tower.

1. Three Thousand Two Hundred & 00/100 Dollars ($ 3,200.00) per unit.

U. Unit-Price No. 21: Dry Stream gravel.

1. One Hundred Twenty & 00/100 Dollars ($ 120.00) per square yard.

V. Unit-Price No. 22: Flagstone Pavement.

1. Fifteen & 00/100 Dollars ($ 15.00) per square foot.

W. Unit-Price No. 23: 1" Empty Conduit.

1. Six & 50/100 Dollars ($ 6.50) per linear foot.

X. Unit-Price No. 24: Ground Mounted Receptacle.

1. Three Hundred & 00/100 Dollars ($ 300.00) per unit.

Y. Unit-Price No. 25: Removal and Haul of excess soil to repository.

1. Thirty & 00/100 Dollars ($ 30.00) per cubic yard.

Z. Unit-Price No. 26: 4" Schedule 40 PVC Conduit.

1. One Hundred Seventeen & 00/100 Dollars ($ 117.00) per linear foot.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 27th day of August, 2015.

SWT DESIGN

Joplin Public Park

Joplin, MO

SWT Design Project # 20288.01

Bid Release Date: July 31, 2015

Bid Due Date: August 21, 2015

Landscape Contractor's Name:

Landscape Design Bid Form

This bid form applies to Landscape Plans by SWT Design dated July 31, 2015.

1 Deciduous Trees

Item			Quantity	Size	Unit Cost	Subtotal
Trees						
	AB	Acer saccharum `Bailsta` TM	16	2.5" Cal		
	AL	Acer saccharum `Legacy`	12	2.5" Cal		
	BD	Betula nigra `Duraheat`	6	14` Ht.		
	CO	Carya ovata	20	2.5" Cal		
	CS	Celtis laevigata	4	2.5" Cal		
	GK	Gymnocladus dioica	8	2.5" Cal		
	GS	Gleditsia triacanthos inermis `Shademaster` TM	25	2.5" Cal		
	LT	Liriodendron tulipifera	9	2.5" Cal		
	NR	Nyssa sylvatica `Red Rage` TM	13	2.5" Cal		
	PC	Populus x canadensis `Nor`easter`	3	2.5" Cal		
	PE	Platanus x acerifolia `Exclamation` TM	11	2.5" Cal		
	QA	Quercus alba	22	2.5" Cal		
	QB	Quercus bicolor	13	2.5" Cal		
	QC	Quercus coccinea	12	2.5" Cal		
	QM	Quercus muehlenbergii	23	2.5" Cal		
	QP	Quercus phellos	9	2.5" Cal		
	QR	Quercus rubra	27	2.5" Cal		
	QS	Quercus acutissima	19	2.5" Cal		
	UL	Ulmus americana `Lewis & Clark`	13	2.5" Cal		

2 Evergreen Trees

Item			Quantity	Size	Unit Cost	Subtotal
	JC	Juniperus virginiana `Canaertii`	8	6' Ht.		
	JH	Juniperus virginiana `High Shoals`	9	6' Ht.		
	PA	Picea abies	12	6' Ht.		
	PI	Pinus echinata	16	6' Ht.		
	PI2	Pinus echinata	14	8'-10' Ht.		
	PI3	Pinus echinata	8	10'-12' Ht.		
	TD	Taxodium distichum	13	2.5" Cal		
	TS	Taxodium distichum `Shawnee Brave` TM	6	2.5" Cal		

3 Flowering Trees

Item			Quantity	Size	Unit Cost	Subtotal
	AG	Amelanchier `Robin Hill`	7	2" Cal		
	AP	Aesculus pavia	8	2" Cal		
	CA	Cercis canadensis `Appalachian Red`	15	2" Cal		
	CK	Cladrastis kentukea	21	2" Cal		
	CN	Cercis canadensis `Oklahoma`	20	2" Cal		
	CT	Cotinus obovatus	8	2" Cal		
	HC	Halesia carolina	5	2" Cal		
	HM	Heptacodium miconioides	9	6' Ht.		
	MA	Magnolia virginiana australis	4	6' Ht.		
	RT	Rhus typhina	14	6' Ht.		

4 Shrubs

Item			Quantity	Size	Unit Cost	Subtotal
	CE	Cephalanthus occidentalis	59	#5		
	HK	Hypericum inodorum `Kolmapuki`	79	#5		
	HV	Hibiscus x `My Valentine`	41	#1		
	IR	Ilex verticillata `Red Sprite`	360	#5		

IV	Ilex verticillata `Jim Dandy`	43	#5		
JO	Juniperus virginiana `Grey Owl`	163	#5		
NL	Nelumbo lutea	21	#1		
NO	Nymphaea odorata	20	#1		

5 Ornamental Grasses

Item			Quantity	Size	Unit Cost	Subtotal
	BB	Bouteloua gracilis `Blonde Ambition`	94	#1		
	BC	Bouteloua curtipendula	453	#1		
	BM	Briza media	109	#1		
	CI	Calamagrostis x acutiflora `Karl Foerster`	295	#1		
	SH	Sporobolus heterolepis	227	#1		
	SL	Schizachyrium scoparium	145	#1		

6 Perennials

Item			Quantity	Size	Unit Cost	Subtotal
	AI	Amsonia illustris	49	#1		
	AM	Achillea x `Moonshine`	549	#1		
	AO	Amsonia tabernaemontana `Blue Ice`	280	#1		
	EW	Echinacea purpurea `PowWow Wild Berry`	111	#1		
	HS	Heliopsis helianthoides scabra `Summer Sun`	122	#1		
	PN	Penstemon digitalis `Husker Red`	120	#1		
	RS	Rudbeckia fulgida sullivantii `Little Goldstar`	854	#1		
	RV	Rudbeckia fulgida fulgida	63	#1		
	SE	Sedum kamtschaticum	1372	SP4		
	SN	Symphyotrichum novae-angliae `Purple Dome`	257	#1		

8 Riparian and Aquatics

Item			Quantity	Size	Unit Cost	Subtotal
	AC	Asclepias incarnata	216	#1		
	CG	Carex grayi	82	#1		
	CH	Chasmanthium latifolium	80	#1		
	CM	Carex muskingumensis	49	#1		
	CV	Carex vulpinoidea	441	#1		
	EL	Eupatorium purpureum `Little Joe`	202	#1		
	IB	Iris virginica	830	#1		
	IF	Iris fulva	342	#1		
	LC	Lobelia cardinalis	55	#1		
	PD	Peltandra virginica	80	#1		
	PO	Pontederia cordata	96	#1		
	SG	Sagittaria latifolia	181	#1		
	SI	Scirpus atrovirens	29	#1		
	TH	Thalia dealbata	98	#1		
	ZA	Zizia aurea	30	#1		

9 Sod/ Seed

Item		Area (sf)	Size	Unit Cost	Subtotal
	Festuca spp. Fescue Mix Seed	218,254			
	Festuca spp. Fescue Mix Seed	33,678			
	Festuca spp. Fescue Mix Sod	170,088			

10 Seed Mixes

Item		Area (sf)	Size	Unit Cost	Subtotal
	Native Grass and Wildflower Mix	87,129			
	Short Grass Prairie	6,865			

11 Landscape Construction

Item	Quantity	Size	Unit Cost	Subtotal